MAY, 1965

The Signalman's Journal

IN THIS ISSUE:

DANGER-Signalmen Alert!

Defend Your Right To Self Representation . . . See Page 114

* * *

Special Insert reproducing the text of the Washington Job Protection Agreement

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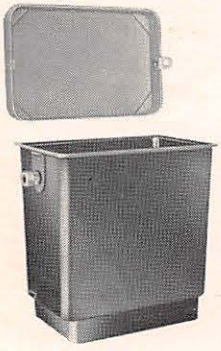

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THE Signalman's JOURNAL

OFFICIAL PUBLICATION BROTHERHOOD OF RAILROAD SIGNALMEN

E. L. Abbott, Editor and Manager
2247 Lawrence Ave., Chicago, Ill. 60625

MAY, 1965

Vol. 46, No. 5

IN THIS ISSUE:

Special Insert—Text of The Washington Job Protection Agreement 119

How The New Agreement Works 114
By President Jesse Clark

AFL-CIO Executive Council Backs Railroad Labor's Legislative Goals 116

Life Insurance For Retired Members 117

Local Lodge News 134

Determine Your Rights Under FELA 135

Obituary 137

1

POSTMASTER'S NOTE: Please report all undeliverable magazines to The Signalman's Journal, 2247 Lawrence Ave., Chicago, Ill. 60625 on Form 3579.

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RAID!

Brotherhood Girds for Battle

AFL-CIO Denies Brotherhood's Right to Recourse Under the Railway Labor Act.

B of RS Censured for Protecting Members Rights

Electrical Workers Move on Properties to Woo Brotherhood Members

ON APRIL 20 A VICE PRESIdent of The International Brotherhood of Electrical Workers issued a letter erroneously advising I.B. of E.W. General Chairman that their organization or any other was free to take over the signalmen on any property. While attempts were made in the letter to justify this position, the general chairman was urged to make a "quiet survey" of the signalmen on the various carriers.

Our Brotherhood is in no danger of folding up, as inferred by the I.B. of E.W., in fact, we feel that it is stronger for having taken the step to preserve the rights of signalmen.

We have not been suspended from the AFL-CIO, as some I.B. of E.W. organizers have claimed, but were found in non compliance with the decision of a so called impartial umpire in a case involving the I.B. of E.W. under the AFL-CIO's Internal Dispute Procedures.

We were found to be subject to sanctions under the Federation's constitution because of our alleged refusal to withdraw a claim which had been properly progressed to the National Railroad Adjustment Board in accordance with the Railway Labor Act.

The I.B. of E.W. is attempting to take advantage of a provision of the AFL-CIO constitution (stipulating that "the non complying affiliate shall not be entitled to file any complaint . . ." under the so called AFL-CIO "No-Raiding Agreement") using this as a shield to raid our craft and renew ancient efforts to absorb the members of our Brotherhood and pirate off signal work.

In a letter to the membership, President Jesse Clark and Secretary-Treasurer C. J. Chamberlain pointed out that the basis on which our so-called sister union labor organization is conducting its campaign is as follows:

The Southern Pacific Railroad Company assigned signal work to electricians and water service department employes at its Eugene, Oregon, Retarder Yard. We made several claims that the work involved was signal work and should have been assigned to the employes covered by the Signalmen's Agreement. The Third Division has upheld some of these claims and at least one is still pending. The I.B. of E.W. cited us to the AFL-CIO on the basis that by progressing these claims, which involves our work being assigned to members of the I.B. of E.W., we were engaged in raiding tactics.

The AFL-CIO referred the dispute to a so-called Impartial Umpire, who upheld the position of the Electrical Workers. We appealed his decision and our appeal was denied. Thereafter, we were ordered by the AFL-CIO to withdraw the claim against the Southern Pacific which involved the I.B. of E.W. Naturally, we refused to do so as it is our responsibility to the membership and our right under the Federal Law, the Railway Labor Act, to progress all claims to the Third Division in instances where our work is assigned to others than those covered by our Agreements.

Umpire's Reasoning Would Permit Scope Rule Violations

This so-called Impartial Umpire had the following to say in connection with our right to progress claims where our work is assigned to others: **"In this respect Article XXI requires all affiliates to forego or waive other legal proceedings to which they might otherwise have recourse."**

If we followed this erroneous reasoning, the Carriers could assign any part or all of our work to other crafts and we would not have the right to progress a claim to the Third Division of the National Railroad Adjustment Board. We did not give up nor do we expect to give up this right which is granted to us under the Railway Labor Act.

Consequently, the AFL-CIO placed our Organization under sanction and issued a letter to all AFL-CIO affiliates of its actions. In addition, it publicized its actions in the AFL-CIO News, the official publication of that

Organization. This action was immediately and vigorously protested. This matter is still being considered by the Executive Council of the AFL-CIO.

I.B.E.W. Top Brass Instructs Underlings To Approach "Quietly"

The Vice President in charge of railroad workers who belong to the I.B. of E.W. sent a letter to all their General Chairmen which, in essence, inferred that we had been suspended from the AFL-CIO and were open to re-organization. He strongly urged the General Chairmen to contact Signalmen on their respective properties and try to get them to affiliate with the I.B. of E.W.

Here, we would point out that the electricians have made numerous claims against various carriers on the contention that electrical work had been assigned to Signalmen. In other words, they have engaged in what they term to be raiding tactics.

Nevertheless, we have not come to the point where we desire to have the Carriers be able to assign signal work to whom they please without our Organization having recourse as outlined in the Railway Labor Act. The AFL-CIO says that our recourse is to appeal to them in such instances but we do not feel that we want some so-called Impartial Umpire, such as the one who decided the case against us, to be the judge of what is or is not signal work.

You Be the Judge. How Good Is This Pension Plan?

The I.B. of E.W. is telling our members that it has a pension plan. It does, but you must remember that nothing is free. It is paid for by the members not the International or employers. A member must have many years of continuous membership to qualify under the plan.

The I.B. of E.W. is also trying to show the advantages of belonging to a union that has 800,000 members and is still growing as opposed to one with 14,000 and as it states—about to fold up.

To see the fallacy in the I.B. of E.W.'s argument in this respect, let's look at the record.

On February 7, 1965, our Organization signed a Stabilization of Employment Agreement that affords all employes who had a two-year work relationship with the Carriers as of October 1, 1964, a life-time job. It also guarantees that all such employes' compensation will be preserved at their rate as of October 1, 1964, adjusted to reflect future National Wage Increases. In other words, if you were on a position on Octobe 1, 1964, that paid the Signalman's rate of pay, you are guaranteed this rate so long as you are a protected employe under the Agreement.

Let's compare this with the I.B. of E.W.'s so-called Stabilization of Employment Agreement. We quote the following from Section I of Article II, entitled "Subcontracting" of the I.B. of E.W.'s so-called Stabilization Agreement dated September 25, 1964:

"Subcontracting of work, including unit exchange, will be done only when (1) managerial skills are not available on the property; or (2) skilled manpower is not available on the property from active or furloughed employes; or (3) essential equipment is not available on the property; or (4) the required time of completion of the work cannot be met with the skills, personnel or equipment available on the property; or (5) such work cannot be performed by the carrier except at a significantly greater cost, provided the cost advantage enjoyed by the subcontractor is not based on a standard of wages below that of the prevailing wages paid in the area for the type of work being performed. Unit exchange as used herein means the trading in of old or worn equipment or component parts, receiving in exchange new, upgraded or rebuilt parts, but does not include the purchase of new equipment or component parts."

This is the Agreement, in part, that the I.B. of E.W. signed with the Carriers on September 25, 1964. How would you like for the Carrier to have the right to contract out signal work if it did not have the managerial skill available on the property or the necessary tools to do the job, conditions over which the Carriers have sole authority? It could fire the signal supervisor, claim it did not have the managerial skills available and contract out the work. If any one of the five conditions listed above exist on a Carrier, it can contract the work to outside contractors.

The I.B. of E.W. is telling our members that it has 800,000 members and is growing but it fails to point out that its membership is decreasing on the railroads at a greater pace than our membership. It is not too worried account of the contracting clause in their National Agreement cited heretofore, because in most instances when railroad electrical workers' work is given to outside employes, the outside electricians belong to the I.B. of E.W. In other words, they sacrifice their railroad workers' livelihood to enhance the position of the building trade electrician who makes up the vast majority of its membership.

Opposed to this, we represent railroad workers and railroad workers only. We are Signalmen representing Signalmen and it is a known fact that the I.B. of E.W. has tried to take us over for many years. They don't want our members, just our work so they may contract it to the building trades as outlined in their recent so-called Stabilization of Employment Agreement.

They have offered to absorb us in the past and have verbally offered your officers lucrative benefits in return. They were turned down flat. The facts are—if the I.B. of E.W. represented our members—we would be an "Illegitimate" child of a group of railroad employes who have no say in the operation of their Organization.

We are sure that you, as a Signalman, would not want some General Chairman from the I.B. of E.W. to be in position to divide up our signal work between Signalmen and electrical workers. You can readily visualize what would happen. They would soon be doing all signal work and Signalmen would perform any tasks they decided to give them. In short, there would be no Signalman's craft in short order.

About the same time the I.B. of E.W. cited us to the AFL-CIO for what it called raiding them, we cited the I.B. of E.W. to the AFL-CIO for raiding us on the Alton & Southern Railroad which contracted work covered by our Agreement to building trade electricians. The same so-called Impartial Umpire who held we were raiding, twisted the language in his findings to say that the electricians were not raiding us although the Carrier admitted in conference that the work was ours but claimed it did not have the necessary signal employes to perform the work in question. This is the tribunal to which the AFL-CIO says we must refer disputes where our work is contracted to another AFL-CIO affiliate.

No Truth in Electrical Workers Claim That Brotherhood Is Folding

We say nuts! When our work is contracted to others, we have the right to progress a claim in behalf of our members and we intend to continue doing so regardless of what the AFL-CIO does or thinks. The Electrical Workers are trying to convey the message that if we become disaffiliated with the AFL-CIO it would be the end of our Organization. This

is just plainly not true. We have been out of the AFL because we refused to be absorbed by the I.B. of E.W. before and survived. Before we will give up the right to represent our membership as they should be represented, we will get out of the AFL-CIO and we will again survive.

Here, we might point out that after signing a substandard so-called stabilization of employment agreement in September, the I.B. of E.W. went running to the Carriers and tried to get the same Stabilization Agreement that we signed on February 7, 1965. However, they have been unsuccessful.

We also wish to call your attention to the type of organization who is seeking to represent you. You will recall that non-operating employes on the Florida East Coast Railway are in the third year of a strike because that Carrier has refused to grant its employes the same benefits other railroads have granted their non-operating employes. We think you will be interested to know that while this strike was in progress, members of the I.B. of E.W. building trades crossed our picket lines, and the picket lines of their railroad membership, if you please, to install C.T.C. work. They were very disturbed when they were finally required to stop performing **Signalmen's work** behind our picket lines. However, we have reason to believe that this union is presently performing signal work on the Florida East Coast, which is still strike bound, in the Miami and possibly other areas in connection with highway crossing protective devices.

We wish to also point out that while the strike on the Florida East Coast Railway has been in progress, the I.B. of E.W. has not paid their railroad membership on that Carrier any strike benefits. Compare this with what the Brotherhood of Railroad Signalmen has done for our striking members on that Carrier. We have paid strike benefits as provided in the Constituton since the inception of the strike. We have paid the premiums for the employes and their families to continue their benefits under Travelers' Group Policy Contract No. GA-23000. We have paid from voluntary contributions of our members approximately $25,000 to our F.E.C. members and families who have experienced extreme hardships.

To date, we have expended more than $150,000 to help our members on the strikebound Florida East Coast Railway. This proves that Signalmen take care of Signalmen and the I.B. of E.W. cannot state that it has in any way taken care of its membership on that Carrier. Compare our efforts with the fact that the I.B. of E.W. crossed their own picket line as well as ours to perform C.T.C. work. These are the people who wish to represent you.

We reiterate that this situation arose strictly because the I.B. of E.W. is trying to raid us with the help of the AFL-CIO and because we refuse to be dictated to by the AFL-CIO on how we should handle claims where our members' welfare is concerned. If we followed the dictates of the AFL-CIO, we would be letting our membership down completely. Remember, no one understands signalmen's problems like signalmen and all your Grand Lodge officers are signalmen. Our membership would have absolutely nothing to say in the operation of the I.B. of E.W. if they were to take us over, as they are only interested in having electricians perform all signal work. We are interested in **your** welfare; they are interested in your downfall. If you are contacted by their representatives, tell them to devote their energies to representing their members on the railroads.

We stress that we are not about to fold up as claimed by this bunch of raiders but are just fighting to represent signalmen and insist on properly representing your rights.

How The New Agreement Works

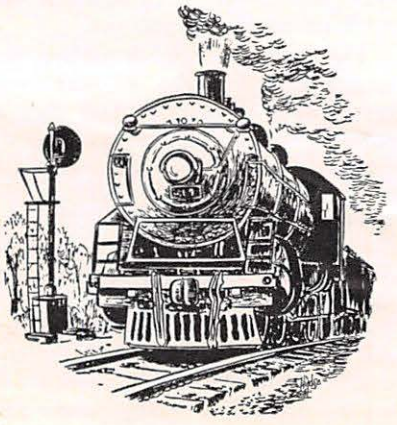
By President Jesse Clark

CLAIMS ARISING UNDER the February 7, 1965 Mediation Agreement should be handled in accordance with the procedure established by Article V of the August 21, 1954 National Agreement unless otherwise agreed to between the Organization and the Carrier. The February 7 agreement does not modify or change the Schedule agreement.

Questions and Answers covering interpretations relative to the application of the new agreement, as shown below, have been cleared with the Brotherhoods' attorney handling negotiations leading to the Agreement, however, it should be pointed out that they have not been agreed to by the Carriers.

Example

Employes A, B, C, D, & E hold adjoining maintenance territories. Employe C retires and the carrier does not replace him but distributes his territory among the remaining 4 employes. None of the 4 remaining employes have to move home or headquarters.



Is an implementing agreement necessary?

Yes. This is an organizational and operational change. Carrier should give at least 60 days' notice of desire to make such change.

If one of the four remaining employes had to move his residence, would an implementing agreement be necessary?

Yes, but Carrier would be required to give at least 90 days' notice of its desire to make the change.

Example

Section No. 3 of Article III states that only 30 days' notice must be given of Carrier's desire to move 5 or less employes across seniority

Page

Washington Job Protection Agreement of May 1936 121

Employe Protections Prescribed by ICC—

Chicago & Northwestern Railway Case 129A

New Orleans Union Passenger Terminal Case 130

Oklahoma Railway Case 131

Chicago, Burlington & Quincy Railroad Case 132A

Chicago, Attica & Southern R. R.
Receiver Abandonment 132D

(a) Length of service shall be computed as provided in Section 7.

(b) One month's pay shall be computed by multiplying by 30 the daily rate of pay received by the employee in the position last occupied prior to time of coordination.

Section 10 (a) Any employee who is retained in the service of any carrier involved in a particular coordination (or who is later restored to service from the group of employees entitled to receive a coordination allowance) who is required to change the point of his employment as result of such coordination and is therefore required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects and for the traveling expenses of himself and members of his family, including living expenses for himself and his family and his own actual wage loss during the time necessary for such transfer, and for a reasonable time thereafter, (not to exceed two working days), used in securing a place of residence in his new location. The exact extent of the responsibility of the carrier under this provision and the ways and means of transportation shall be agreed upon in advance between the carrier responsible and the organization of the employee affected. No claim for expenses under this Section shall be allowed unless they are incurred within three years from the date of coordination and the claim must be submitted within ninety (90) days after the expenses are incurred.

(b) If any such employee is furloughed within three years after changing his point of employment as a result of coordination and elects to move his place of residence back to his original point of employment, the carrier shall assume the expense of moving his household and other personal effects under the conditions imposed in paragraph (a) of this section.

(c) Except to the extent provided in paragraph (b) changes in place of residence subsequent to the initial changes caused by coordination and which grow out of the normal exercise of seniority in accordance with working agreements are not comprehended within the provisions of this section.

Section 11 (a). The following provisions shall apply, to the extent they are applicable in each instance, to any employee who is retained in the service of any of the carriers involved in a particular coordination (or who is later restored to such service from the group of employees entitled to receive a coordination allowance) who is required to change the point of his employment as a result of such coordination and is therefore required to move his place of residence:

1. If the employee owns his own home in the locality from which he is required to move, he shall at his option be reimbursed by his employing carrier for any loss suffered in the sale of his home for less than its fair value. In each case the fair value of the home in question shall be determined as of a date sufficiently prior to the coordination to be unaffected thereby. The employing carrier shall in each instance be afforded an opportunity to purchase the home at such fair value before it is sold by the employee to any other party.
2. If the employee is under a contract to purchase his home, the employing carrier shall protect him against loss to the extent of the fair value of any equity he may have in the home and in addition shall relieve him from any further obligations under his contract.

Page

Washington Job Protection Agreement of May 1936 121

Employe Protections Prescribed by ICC—

Chicago & Northwestern Railway Case 129A

New Orleans Union Passenger Terminal Case 130

Oklahoma Railway Case 131

Chicago, Burlington & Quincy Railroad Case 132A

Chicago, Attica & Southern R. R.
Receiver Abandonment 132D

AGREEMENT OF MAY, 1936, WASHINGTON, D. C.

This agreement is entered into between the carriers listed and defined in Appendices "A", "B" and "C" attached hereto and made a part hereof, represented by the duly authorized Joint Conference Committee signatory hereto, as party of the first part, and the employes of said carriers, represented by the organizations signatory hereto by their respective duly authorized executives, as party of the second part, and, so far as necessary to carry out the provisions hereof, is also to be construed as a separate agreement by and between and in behalf of each of said carriers and its employes who are now or may hereafter be represented by any of said organizations which now has (or may hereafter have during the life of this agreement) an agreement with such carrier concerning rates of pay, rules or working conditions.

The signatories hereto, having been respectively duly authorized as aforesaid to negotiate to a conclusion certain pending issues concerning the treatment of employes who may be affected by coordination as hereinafter defined, hereby agree:

Section 1. That the fundamental scope and purpose of this agreement is to provide for allowances to defined employees affected by coordination as hereinafter defined, and it is the intent that the provisions of this agreement are to be restricted to those changes in employment in the Railroad Industry solely due to and resulting from such coordination. Therefore, the parties hereto understand and agree that fluctuations, rises and falls and changes in volume or character of employment brought about solely by other causes are not within the contemplation of the parties hereto, or covered by or intended to be covered by this agreement.

Section 2 (a). The term "coordination" as used herein means joint action by two or more carriers whereby they unify, consolidate, merge or pool in whole or in part their separate railroad facilities or any of the operations or services previously performed by them through such separate facilities.

(b) The term "carrier" as used herein when it refers to other than parties to this agreement means any carrier subject to the provisions of Part I of the Interstate Commerce Act; when it refers to a party to this agreement it means any company or system listed and described in Appendices "A", "B" or "C" as a single carrier party to this agreement.

(c) The term "time of coordination" as used herein includes the period following the effective date of a coordination during which changes consequent upon coordination are being made effective; as applying to a particular employee it means the date in said period when that employee is first adversely affected as a result of said coordination.

Section 3 (a). The provisions of this agreement shall be effective and shall be applied whenever two or more carriers parties hereto undertake a coordination; and it is understood that if a carrier or carriers parties hereto undertake a coordination with a carrier or carriers not parties hereto, such coordination will be made only upon the basis of an agreement approved by all of the carriers parties thereto and all of the organizations of employees involved (parties hereto) of all of the carriers concerned. No coordination involving classes of employees not represented by any of the organizations parties hereto shall be undertaken

by the carriers parties hereto except in accord with the provisions of this agreement or agreements arising hereunder.

(b) Each carrier listed and established as a separate carrier for the purposes of this agreement, as provided in Appendices "A", "B" and "C", shall be regarded as a separate carrier for the purposes hereof during the life of this agreement; provided, however, that in the case of any coordination involving two or more railroad carriers which also involves the Railway Express Agency, Inc., the latter company shall be treated as a separate carrier with respect to its operations on each of the railroads involved.

(c) It is definitely understood that the action of the parties hereto in listing and establishing as a single carrier any system which comprises more than one operating company is taken solely for the purposes of this agreement and shall not be construed or used by either party hereto to limit or affect the rights of the other with respect to matters not falling within the scope and terms of this agreement.

Section 4. Each carrier contemplating a coordination shall give at least ninety (90) days written notice of such intended coordination by posting a notice on bulletin boards convenient to the interested employes of each such carrier and by sending registered mail notice to the representatives of such interested employes. Such notice shall contain a full and adequate statement of the proposed changes to be effected by such coordination, including an estimate of the number of employes of each class affected by the intended changes. The date and place of a conference between representatives of all the parties interested in such intended changes for the purpose of reaching agreements with respect to the application thereto of the terms and conditions of this agreement, shall be agreed upon within ten (10) days after the receipt of said notice, and conference shall commence within thirty (30) days from the date of such notice.

Section 5. Each plan of coordination which results in the displacement of employes or rearrangement of forces shall provide for the selection of forces from the employes of all the carriers involved on bases accepted as appropriate for application in the particular case; and any assignment of employes made necessary by a coordination shall be made on the basis of an agreement between the carriers and the organizations of the employes affected, parties hereto. In the event of failure to agree, the dispute may be submitted by either party for adjustment in accordance with Section 13.

Section 6 (a). No employee of any of the carriers involved in a particular coordination who is continued in service shall, for a period not exceeding five years following the effective date of such coordination, be placed, as a result of such coordination, in a worse position with respect to compensation and rules governing working conditions than he occupied at the time of such coordination so long as he is unable in the normal exercise of his seniority rights under existing agreements, rules and practices to obtain a position producing compensation equal to or exceeding the compensation of the position held by him at the time of the particular coordination, except however, that if he fails to exercise his seniority rights to secure another available position, which does not require a change in residence, to which he is entitled under the working agreement and which carries a rate of pay and compensation exceeding those of the position

which he elects to retain, he shall thereafter be treated for the purposes of this section as occupying the position which he elects to decline.

(b) The protection afforded by the foregoing paragraph shall be made effective whenever appropriate through what is hereby designated as a "displacement allowance" which shall be determined in each instance in the manner hereinafter described. Any employee entitled to such an allowance is hereinafter referred to as a "displaced" employee.

(c) Each displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee and his total time paid for during the last twelve (12) months in which he performed service immediately preceding the date of his displacement (such twelve (12) months being hereinafter referred to as the "test period") and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and average monthly time paid for, which shall be the minimum amounts used to guarantee the displaced employee, and if his compensation in his current position is less in any month in which he performs work than the aforesaid average compensation he shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that he is not available for service equivalent to his average monthly time during the test period, but he shall be compensated in addition thereto at the rate of the position filled for any time worked in excess of the average monthly time paid for during the test period.

Section 7 (a). Any employee of any of the carriers participating in a particular coordination who is deprived of employment as a result of said coordination shall be accorded an allowance (hereinafter termed a coordination allowance), based on length of service, which (except in the case of an employee with less than one year of service) shall be a monthly allowance equivalent in each instance to sixty per cent (60%) of the average monthly compensation of the employee in question during the last twelve months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the coordination. This coordination allowance will be made to each eligible employee while unemployed by his home road or in the coordinated operation during a period beginning at the date he is first deprived of employment as a result of the coordination and extending in each instance for a length of time determined and limited by the following schedule:

Length of Service	*Period of Payment*
1 yr. and less than 2 yrs.	6 months
2 yrs. " " " 3 "	12 "
3 yrs. " " " 5 "	18 "
5 yrs. " " " 10 "	36 "
10 yrs. " " " 15 "	48 "
15 yrs. and over	60 "

In the case of an employee with less than one year of service, the total coordination allowance shall be a lump sum payment in an amount equivalent to sixty (60) days pay at the straight time daily rate of the last position held by him at the time he is deprived of employment as a result of the coordination.

(b) For the purposes of this agreement the length of service of the employee shall be determined from the date he last acquired an employment status with the employing carrier and he shall be given credit for one month's service for each month in which he performed any service (in any capacity whatsoever) and twelve such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization he will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

(c) An employee shall be regarded as deprived of his employment and entitled to a coordination allowance in the following cases:

1. When the position which he holds on his home road is abolished as result of coordination and he is unable to obtain by the exercise of his seniority rights another position on his home road or a position in the coordinated operation, or
2. When the position he holds on his home road is not abolished but he loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of said coordination, or by other employees, brought about as a proximate consequence of the coordination, and if he is unable by the exercise of his seniority rights to secure another position on his home road or a position in the coordinated operation.

(d) An employee shall not be regarded as deprived of employment in case of his resignation, death, retirement on pension or on account of age or disability in accordance with the current rules and practices applicable to employees generally, dismissal for justifiable cause in accordance with the rules, or furloughed because of reduction in forces due to seasonal requirements of the service; nor shall any employee be regarded as deprived of employment as the result of a particular coordination who is not deprived of his employment within three years from the effective date of said coordination.

(e) Each employee receiving a coordination allowance shall keep the employer informed of his address and the name and address of any other person by whom he may be regularly employed.

(f) The coordination allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished while he is absent from service, he will be entitled to the coordination allowance when he is available for service. The employee temporarily filling said position at the time it was abolished will be given a coordination allowance on the basis of said position until the regular employee is available for service and thereafter shall revert to his previous status and will be given a coordination allowance accordingly if any is due.

(g) An employee receiving a coordination allowance shall be subject to call to return to service after being notified in accordance with the working agreement, and such employee may be required to return to the service of the employing carrier for other reasonably comparable employment for which he is physically and mentally qualified and which does not require a change in his

place of residence, if his return does not infringe upon the employment rights of other employees under the working agreement.

(h) If an employee who is receiving a coordination allowance returns to service the coordination allowance shall cease while he is so reemployed and the period of time during which he is so reemployed shall be deducted from the total period for which he is entitled to receive a coordination allowance. During the time of such reemployment however he shall be entitled to protection in accordance with the provisions of Section 6.

(i) If an employee who is receiving a coordination allowance obtains railroad employment (other than with his home road or in the coordinated operation) his coordination allowance shall be reduced to the extent that the sum total of his earnings in such employment and his allowance exceeds the amount upon which his coordination allowance is based; provided that this shall not apply to employees with less than one year's service.

(j) A coordination allowance shall cease prior to the expiration of its prescribed period in the event of:

1. Failure without good cause to return to service in accordance with working agreement after being notified of position for which he is eligible and as provided in paragraphs (g) and (h).
2. Resignation.
3. Death.
4. Retirement on pension or on account of age or disability in accordance with the current rules and practices applicable to employees generally.
5. Dismissal for justifiable cause.

Section 8. An employee affected by a particular coordination shall not be deprived of benefits attaching to his previous employment, such as free transportation, pensions, hospitalization, relief, etc., under the same conditions and so long as such benefits continue to be accorded to other employees on his home road, in active service or on furlough as the case may be, to the extent that such benefits can be so maintained under present authority of law or corporate action or through future authorization which may be obtained.

Section 9. Any employee eligible to receive a coordination allowance under section 7 hereof may, at his option at the time of coordination, resign and (in lieu of all other benefits and protections provided in this agreement) accept in a lump sum a separation allowance determined in accordance with the following schedule:

Length of Service	*Separation Allowance*
1 year & less than 2 years	3 months' pay
2 years " " 3 "	6 " "
3 " " " " 5 "	9 " "
5 " " " " 10 "	12 " "
10 " " " " 15 "	12 " "
15 years and over	12 " "

In the case of employees with less than one year's service, five days' pay, at the rate of the position last occupied, for each month in which they performed service will be paid as the lump sum.

(a) Length of service shall be computed as provided in Section 7.

(b) One month's pay shall be computed by multiplying by 30 the daily rate of pay received by the employee in the position last occupied prior to time of coordination.

Section 10 (a) Any employee who is retained in the service of any carrier involved in a particular coordination (or who is later restored to service from the group of employees entitled to receive a coordination allowance) who is required to change the point of his employment as result of such coordination and is therefore required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects and for the traveling expenses of himself and members of his family, including living expenses for himself and his family and his own actual wage loss during the time necessary for such transfer, and for a reasonable time thereafter, (not to exceed two working days), used in securing a place of residence in his new location. The exact extent of the responsibility of the carrier under this provision and the ways and means of transportation shall be agreed upon in advance between the carrier responsible and the organization of the employee affected. No claim for expenses under this Section shall be allowed unless they are incurred within three years from the date of coordination and the claim must be submitted within ninety (90) days after the expenses are incurred.

(b) If any such employee is furloughed within three years after changing his point of employment as a result of coordination and elects to move his place of residence back to his original point of employment, the carrier shall assume the expense of moving his household and other personal effects under the conditions imposed in paragraph (a) of this section.

(c) Except to the extent provided in paragraph (b) changes in place of residence subsequent to the initial changes caused by coordination and which grow out of the normal exercise of seniority in accordance with working agreements are not comprehended within the provisions of this section.

Section 11 (a). The following provisions shall apply, to the extent they are applicable in each instance, to any employee who is retained in the service of any of the carriers involved in a particular coordination (or who is later restored to such service from the group of employees entitled to receive a coordination allowance) who is required to change the point of his employment as a result of such coordination and is therefore required to move his place of residence:

1. If the employee owns his own home in the locality from which he is required to move, he shall at his option be reimbursed by his employing carrier for any loss suffered in the sale of his home for less than its fair value. In each case the fair value of the home in question shall be determined as of a date sufficiently prior to the coordination to be unaffected thereby. The employing carrier shall in each instance be afforded an opportunity to purchase the home at such fair value before it is sold by the employee to any other party.
2. If the employee is under a contract to purchase his home, the employing carrier shall protect him against loss to the extent of the fair value of any equity he may have in the home and in addition shall relieve him from any further obligations under his contract.

3. If the employee holds an unexpired lease of a dwelling occupied by him as his home, the employing carrier shall protect him from all loss and cost in securing the cancellation of his said lease.

(b) Changes in place of residence subsequent to the initial change caused by coordination and which grow out of the normal exercise of seniority in accordance with working agreements are not comprehended within the provisions of this Section.

(c) No claim for loss shall be paid under the provisions of this section which is not presented within three years after the effective date of the coordination

(d) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of lease, or any other question in connection with these matters, it shall be decided through joint conference between the representatives of the employees and the carrier on whose line the controversy arises and in the event they are unable to agree, the dispute may be referred by either party to a board of three competent real estate appraisers, selected in the following manner: One to be selected by the representatives of the employees and the carrier, respectively; these two shall endeavor by agreement within ten days after their appointment to select the third appraiser, or to select some person authorized to name the third appraiser, and in the event of failure to agree then the Chairman of the Interstate Commerce Commission shall be requested to appoint the third appraiser. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the salary of the appraiser selected by such party.

Section 12. If any carrier shall rearrange or adjust its forces in anticipation of a coordination, with the purpose or effect of depriving an employee of benefits to which he should be entitled under this agreement as an employee immediately affected by a coordination, this agreement shall apply to such an employee as of the date when he is so affected.

Section 13. In the event that any dispute or controversy arises (except as defined in Section 11) in connection with a particular coordination, including an interpretation, application or enforcement of any of the provisions of this agreement (or of the agreement entered into between the carriers and the representatives of the employees relating to said coordination as contemplated by this agreement) which is not composed by the parties thereto within thirty days after same arises, it may be referred by either party for consideration and determination to a Committee which is hereby established, composed in the first instance of the signatories to this agreement. Each party to this agreement may name such persons from time to time as each party desires to serve on such Committee as its representatives in substitution for such original members. Should the Committee be unable to agree, it shall select a neutral referee and in the event it is

unable to agree within 10 days upon the selection of said referee, then the members on either side may request the National Mediation Board to appoint a referee. The case shall again be considered by the Committee and the referee and the decision of the referee shall be final and conclusive. The salary and expenses of the referee shall be borne equally by the parties to the proceeding; all other expenses shall be paid by the party incurring them.

Section 14. Any carrier not initially a party to this agreement may become a party by serving notice of its desire to do so by mail upon the members of the Committee established by Section 13 hereof. It shall become a party as of the date of the service of such notice or upon such later date as may be specified therein.

Section 15. This agreement shall be effective June 18, 1936, and be in full force and effect for a period of five years from that date and continue in effect thereafter with the privilege that any carrier or organization party hereto may then withdraw from the agreement after one year from having served notice of its intention so to withdraw; provided, however, that any rights of the parties hereto or of individuals established and fixed during the term of this agreement shall continue in full force and effect, notwithstanding the expiration of the agreement or the exercise by a carrier or an organization of the right to withdraw therefrom.

This agreement shall be subject to revision by mutual agreement of the parties hereto at any time, but only after the serving of a sixty (60) days notice by either party upon the other.

For the participating carriers listed in Appendix A:

H. A. Enoch W. T. Walton Wm. White

For the participating carriers listed in Appendix B:

L. A. Clements E. Cannon C. M. Fletcher

For the participating carriers listed in Appendix C:

T. A. Benton W. Jenkins J. R. Lamison

For the participating carriers:

H. A. Enoch

Chairman, Joint Conference Committee.

For the participating organizations of employees:

A. Johnston by H. J. B.

Grand Chief Engineer, Brotherhood of Locomotive Engineers.

President, Brotherhood of Locomotive Firemen and Enginemen.

President, Order of Railway Conductors of America.

President, Brotherhood of Railroad Trainmen.

President, Switchmen's Union of North America.

President, Order of Railroad Telegraphers.

President, American Train Dispatchers' Association.

President, International Association of Machinists.

President, International Brotherhood of Boilermakers, Iron Ship Builders and Helpers of America.

President, International Brotherhood of Blacksmiths, Drop Forgers and Helpers.

President, Sheet Metal Workers' International Association.

Vice-President, International Brotherhood of Electrical Workers.

President, Brotherhood Railway Carmen of America.

President, International Brotherhood of Firemen and Oilers.

President, Brotherhood of Maintenance of Way Employes.

President, Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employes.

Acting President, Brotherhood of Railroad Signalmen of America.

President, Order of Sleeping Car Conductors.

President, National Organization Masters, Mates & Pilots of America.

President, National Marine Engineers' Beneficial Association.

International Longshoremen's Association.

Chairman, Railway Labor Executives' Association.

Signed at Washington, D. C.
May 21, 1936.

APPENDIX A

LIST OF CARRIERS IN EASTERN TERRITORY PARTIES TO AGREEMENT

Carrier (1)	Properties and Operations included in the authorization as part of, and to be considered as part of, the carrier listed in Column 1, (2)
Ann Arbor Baltimore & Ohio Bessemer & Lake Erie Boston & Maine Boston Terminal Central R. R. of N. J. Cincinnati Union Terminal Co. Chicago, Indianapolis & Louisville Chicago River and Indiana Cleveland Union Terminals Co. Dayton Union Delaware, Lackawanna & Western Detroit & Toledo Shore Line Detroit Terminal Detroit, Toledo & Ironton	
Erie	Chicago & Erie; New Jersey & New York; New York, Susquehanna & Western
Indianapolis Union Indiana Harbor Belt Lehigh & Hudson River Lehigh & New England Lehigh Valley Long Island Maine Central Monongahela	
The New York Central Railroad Company	All leased lines.
New York, Chicago & St. Louis New York, New Haven & Hartford	
Pennsylvania	Waynesburg & Washington; Balto. & Eastern
Penna.-Reading Seashore Lines Pere Marquette	
Pittsburgh & Lake Erie	Lake Erie and Eastern
Portland Terminal Co. Railway Express Agency, Inc. Reading Rutland Staten Island Rapid Transit Washington Terminal Western Maryland	
Wheeling & Lake Erie	Lorain & West Virginia

NOTE: Agreement subject to approval of court with respect to lines in hands of Receivers or Trustees.

APPENDIX B

LIST OF CARRIERS IN WESTERN TERRITORY PARTIES TO AGREEMENT

Carrier (1)	Properties and Operations included in the authorization as part of, and to be considered as part of, the carrier listed in Column 1. (2)
Alameda Belt Line Alton & Southern R. R. Alton Railroad Co., The	
Atchison, Topeka & Santa Fe Ry. Co., The	Gulf, Colorado & Santa Fe Ry. Co., Panhandle & Santa Fe Ry. Co.
Atchison Union Railway & Depot Co. Baltimore & Ohio Chicago Terminal R. R. Co., The Belt Railway Company of Chicago Burlington-Rock Island R. R. Co. Camas Prairie R. R. Co. Chicago & Eastern Illinois Ry. Co. Chicago & Illinois Midland Ry. Co. Chicago & North Western Ry. Co. Chicago & Western Indiana R. R. Co.	
Chicago, Burlington & Quincy R. R. Co.	Quincy, Omaha & Kansas City R.R.
Chicago, Milwaukee, St. Paul & Pacific R. R. Co.	Chicago, Terre Haute & Southeastern Ry. Co.
Chicago, Rock Island & Pacific Ry. Co., The	Chicago, Rock Island & Gulf Ry. Co., Peoria Terminal Co.
Chicago, St. Paul, Minneapolis & Omaha Ry. Co. Chicago Union Station Co. Colorado & Southern Ry. Co. Davenport, Rock Island & Northwestern Ry. Co. Denver & Rio Grande Western R. R. Co., The Denver & Salt Lake Ry. Co., The Denver Union Terminal Ry. Co., The	
Des Moines Union Ry. Co.	Iowa Railway Transfer Co.
Duluth, Missabe & Northern Ry.	Duluth & Iron Range R.R.
Duluth, South Shore & Atlantic Ry. Co.	Mineral Range R.R. Co.
East Portland Freight Terminal East St. Louis Junction R. R. Elgin, Joliet & Eastern Ry. Co. Fort Smith & Western Ry.	
Fort Worth & Denver City Ry. Co.	Wichita Valley Ry. Co., The

NOTE: Agreement subject to approval of court with respect to lines in hands of Receivers or Trustees.

APPENDIX B (Continued)

LIST OF CARRIERS IN WESTERN TERRITORY PARTIES TO AGREEMENT

Carrier (1)	Properties and Operations included in the authorization as part of, and to be considered as part of, the carrier listed in Column 1. (2)
Fort Worth Belt Ry. Co. Galveston, Houston & Henderson R. R. Great Northern Ry. Co. Green Bay & Western R. R. Co.	
Gulf Coast Lines	New Orleans, Texas & Mexico Ry. Co., St. Louis, Brownsville & Mexico Ry. Co., Beaumont, Sour Lake & Western Ry. Co., Houston & Brazos Valley Ry. Co., San Antonio, Uvalde & Gulf R.R. Co., Sugar Land Ry. Co., Rio Grande City Ry. Co., Asherton & Gulf Ry. Co., Asphalt Belt Ry. Co., San Antonio Southern Ry. Co., San Benito & Rio Grande Valley Ry. Co., Orange & Northwestern R.R. Co., New Iberia & Northern R.R. Co., Iberia, St. Mary & Eastern R.R. Co.
Houston Belt & Terminal Ry. Co. International-Great Northern R. R. Kansas City Terminal Ry. Co. Kansas, Oklahoma & Gulf Ry. Co. Lake Superior & Ishpeming R. R. Co. Litchfield & Madison Ry. Co. Manufacturers Ry. Co. (St. Louis) Midland Valley R. R. Co. Minneapolis, St. Paul & Saulte Ste. Marie Ry. Co.	
Minneapolis & St. Louis R. R. Co., The	Railway Transfer Co. of the City of Minneapolis
Minnesota Transfer Railway Co., The	
Minnesota & International Ry. Co.	Big Fork & International Falls Ry. Co.
Missouri-Illinois R. R. Co.	
Missouri-Kansas-Texas R. R. Co.	Missouri-Kansas-Texas R.R. Co. of Texas, Texas Central R.R. Co., The Wichita Falls Ry. Co., The Wichita Falls & Northwestern Ry. of Texas, Wichita Falls & Wellington Ry. Co. of Texas, Beaver, Meade & Englewood R.R.
Missouri Pacific R. R. Co.	Missouri Pacific R.R. Corporation in Nebraska, Fort Smith Suburban Ry., Natchez & Southern Ry., Natchez & Louisiana Ry. Transfer Co. (Boat), The Chester & Mt. Vernon R.R., Booneville, St. Louis & Southern Ry. Co., Cairo & Thebes R.R. Co., Marion & Eastern R.R. Co.
Northern Pacific Ry. Co. Northern Pacific Terminal Co. of Oregon, The Northwestern Pacific R. R. Co. Ogden Union Ry. & Depot Co.	

NOTE: Agreement subject to approval of court with respect to lines in hands of Receivers or Trustees.

APPENDIX B (Continued)

LIST OF CARRIERS IN WESTERN TERRITORY PARTIES TO AGREEMENT

Carrier (1)	Properties and Operations included in the authorization as part of, and to be considered as part of, the carrier listed in Column 1. (2)
Oklahoma City-Ada-Atoka Ry. Co. Oregon, California & Eastern Ry. Co. Peoria & Pekin Union Ry. Co. Port Terminal Railroad Association (Houston) Pueblo Union Depot & Railroad Co., The Railway Express Agency, Inc. Rock Island-Frisco Terminal Ry. Co. St. Joseph Terminal R. R. Co. St. Joseph Union Depot Co. St. Paul Union Depot Co., The St. Louis & O'Fallon Ry. Co.	
St. Louis-San Francisco Ry. Co.	St. Louis-San Francisco & Texas Ry., Ft. Worth & Rio Grande Ry., Birmingham Belt R.R. Co.
St. Louis Southwestern Ry. Co.	St. Louis Southwestern Ry. Co. of Texas, Dallas Terminal Ry. & Union Depot Co.
Salt Lake City Union Depot & R. R. Co., The San Diego & Arizona Eastern Ry. Co. Sioux City Terminal Ry. Co. South Omaha Terminal Ry. Co. Southern Pacific Company-Pacific Lines	
Spokane, Portland & Seattle Ry. Co.	Oregon Trunk Ry., Oregon Electric Ry. Co., United Railways Co.
Spokane, Couer d'Alene & Palouse Ry. Co. Spokane International Ry.	
Terminal Railroad Ass'n. of St. Louis	St. Louis Merchants Bridge Terminal Ry., East St. Louis Connecting Ry., St. Louis Transfer Ry.
Texas & Pacific Ry., The	Weatherford, Mineral Wells & Northwestern Ry. Co., The, Texas-New Mexico Ry. Co., Abilene & Southern Ry. Co., Texas Short Line Ry., Pecos Valley Southern Ry. Co., The, Cisco & Northeastern Ry. Co.
Texas Pacific-Missouri Pacific Terminal R. R. of New Orleans	
Texas & New Orleans R. R. Co.	Galveston, Harrisburg & San Antonio Ry. Co., The, Texas & New Orleans R.R. Co., Louisiana Western R.R. Co., Morgan's Louisiana & Texas R.R. & S.S. Co., Iberia & Vermillion R.R. Co., Houston & Texas Central R.R. Co., The, Texas Midland R.R., Galveston, Harrisburg & San Antonio Ry. Co., The (Austin Div.), Houston, East & West Texas R.R. Co., The, Houston & Shreveport R.R. Co.

NOTE: Agreement subject to approval of court with respect to lines in hands of Receivers or Trustees.

APPENDIX B (Continued)

LIST OF CARRIERS IN WESTERN TERRITORY PARTIES TO AGREEMENT

Carrier (1)	Properties and Operations included in the authorization as part of, and to be considered as part of, the carrier listed in Column 1. (2)
Tidewater Southern Ry. Co. Tulsa Union Depot Co. Union Railway Co. (Memphis, Tenn.)	
Union Pacific R. R.	Eastern District, Central District, Northwestern District, Southwestern District.
Union Terminal Co. (Dallas, Tex.) Union Terminal Ry. Co. (St. Joseph, Mo.) Wabash Ry. Co. Western Pacific R. R. Co., The Wichita Union Terminal Ry. Co., The	

NOTE: Agreement subject to approval of court with respect to lines in hands of Receivers or Trustees.

APPENDIX C

LIST OF CARRIERS IN SOUTHEASTERN TERRITORY PARTIES TO AGREEMENT

Carrier (1)	Properties and Operations included in the authorization as part of, and to be considered as part of, the carrier listed in Column 1. (2)
Central of Georgia Railway	
Chesapeake & Ohio Railway	
Columbus & Greenville	
Illinois Central System	
Macon, Dublin and Savannah	
Norfolk & Western Railway Company	
Norfolk Southern Railway Company	
Railway Express Agency, Inc.	
Richmond, Fredericksburg & Potomac	
Seaboard Air Line Railway	
Travares and Gulf	
Virginian	

NOTE: Agreement subject to approval of court with respect to lines in hands of Receivers or Trustees.

Carriers which have become parties to the "Agreement of May, 1936, Washington, D. C." by service of notice in accordance with Section 14.

Appendix A—Eastern Territory	*Effective Date*
Akron, Canton & Youngstown Railway Co.	6-16-36
Akron Union Passenger Depot	8- 4-50
Bangor & Aroostook Railroad Co.	6- 1-48
Buffalo Creek Railroad	6- 1-36
Canadian National Ry.—Central Region Lines in U. S.	4- 1-51
Central Vermont Railway	3-11-37
Detroit & Mackinac Railway Co.	11-15-47
Fort Street Union Depot Co., The	12- 6-48
Grand Trunk Western R. R. Co.	11- 5-36
Manistee and Northeastern Railway Co.	12- 6-48
Montour R. R.	8- 6-50
New York Connecting Railroad Co.	5- 1-48
Pittsburgh, Chartiers & Youghiogheny Ry.	10- 2-50
Pittsburgh & West Virginia Railway	6- 8-36
Toledo Terminal R. R. Co.	9- 9-44
Troy Union Railroad Co., The	11-15-40
Union Belt of Detroit	12-21-48
Union Depot Co., Columbus, Ohio	5-26-36
Union Freight Railroad Co. (Boston)	5- 1-48
Youngstown and Northern Railroad Co.	5- 5-49
Youngstown and Southern Ry.	8- 6-51
Appendix B—Western Territory	
Ashley, Drew & Northern Railway Co.	11-17-48
Chicago, Great Western Railway Co.	1- 1-42
Chicago, North Shore & Milwaukee	10-29-51
Chicago, South Shore & South Bend R. R.	7-15-42
Chicago, West Pullman & Southern R. R.	10- 1-50
Chicago & Calumet River R. R.	11- 2-50
Colorado & Wyoming Railway Co.	4-18-49
Duluth Union Depot & Transfer Co.	3-27-52
Duluth, Winnipeg & Pacific Railway Co.	12-11-36
El Paso Union Passenger Depot Co.	12-26-47
Ft. Dodge Des Moines & Southern Ry.	9-18-53
Harbor Belt Line Railroad	9-27-49
Illinois Northern Ry.	4-12-55
Illinois Terminal Railroad Co.	2- 6-47
Kansas City Southern Railway Co.	1-11-39
Kewaunee, Green Bay & Western R. R. Co.	7-29-48
Lake Superior Terminal & Transfer Ry. Co.	5-18-48
Louisiana & Arkansas Railway Co.	1-11-39

Appendix B—Western Territory	*Effective Date*
Louisiana, Arkansas & Texas Railway Co.	1-11-39
Minneapolis, Northfield & Southern Railway	9- 4-36
Minnesota Western Railway Co.	9- 4-36
Oakland Terminal Railway	6-12-48
Pacific Coast Railroad Co.	6- 7-48
Pacific Electric Railway Co.	8-13-42
Pullman Co.	3-12-52
Sacramento Northern Railway	4-29-40
Sand Springs Railway Co.	1- 1-48
Spokane Union Station	5- 8-48
Stock Yards District Agency	1-11-56
Texarkana Union Station Trust	1-17-48
Texas City Terminal Ry.	2- 4-52
Texas Mexican Ry.	11-14-50
Toledo, Peoria & Western Railroad	11-19-47

Appendix C—Southeastern Territory	
Albany Passenger Terminal Co.	4- 1-49
Atlanta, Birmingham & Coast Railroad Co.	4-24-44
Atlanta Joint Terminals	11- 1-41
Atlanta Terminal Company	11- 4-48
Atlanta & West Point R. R, Co.-Western Ry. of Alabama	7- 7-44
Atlantic Coast Line Railroad Co.	7- 8-39
Augusta Union Station Co.	7- 7-44
Birmingham Terminal Company	2-11-49
Blue Ridge Railway Company	11-20-48
Carolina and Northwestern Railway Co.	11-20-48
Charleston & Western Carolina Railway Co.	11-24-39
Chattanooga Station Company	2-11-49
Chattanooga Traction Co.	11-20-48
Clinchfield Railroad Co.	10- 1-39
Columbia Union Station Co.	2-11-49
Danville and Western Railway Co.	11-20-48
Durham Union Station Co.	2-11-49
Florida East Coast Railway	10- 1-39
Georgia Railroad	7- 7-44
Georgia & Florida R. R.	7-6-54
Goldsboro Union Station Company	5-24-49
Gulf, Mobile & Northern Railroad Co.	1-30-39
Gulf, Mobile & Ohio Railroad Co.	1-30-39
High Point, Randleman, Asheboro and Southern R. R. Co.	11-20-48
Jacksonville Terminal Company	4-26-49
Kentucky & Indiana Terminal Railroad Co.	7-30-46

Appendix C—Southeastern Territory	*Effective Date*
Louisville & Nashville Railroad Co.	2-10-42
Macon Terminal Company	4- 1-49
Memphis Union Station Company	12-22-48
Meridian Terminal Company	2-11-49
Nashville, Chattanooga & St. Louis Railway	8- 8-46
New Orleans Public Belt Railroad	11-25-40
Norfolk Terminal Railway Co.	11- 1-47
Richmond Terminal Railway Co.	10- 7-47
Savannah & Atlanta Railway Company	12- 6-48
Southern Railway System	3- 1-40
Tampa Union Station Company	11-30-48
Tennessee Central Ry.	6-14-50
Winston-Salem Terminal Company	2-11-49
Yadkin Railroad Co.	11-20-48

The above list of additional carriers is as of April 15, 1956 when this printing of the agreement was prepared.

EMPLOYE PROTECTIONS IMPOSED BY THE INTERSTATE COMMERCE COMMISSION IN THE C. & N. W. (Finance Docket No. 15250) CASE

In all proceedings under section 5 (2) we (the Commission) have given consideration to 'the interest of the carrier employes affected' as required in paragraph (c) of that section. Our procedure has been such that (1) in cases in which it was definitely shown that no employes would be affected, we have so stated and held that no condition was necessary; (2) in cases in which it was not definitely shown that employes would not be affected, we have reserved jurisdiction; and (3) in cases in which it appeared that employes would be affected, we have prescribed conditions as required in section 5 (2) (f) or conditions as agreed upon by the parties.

"In our (Commission's) opinion, whether jurisdiction be reserved or conditions prescribed in the statutory language is not a matter of material importance, the employes being protected in either case. However, it may be that a uniform practice in cases such as those classified in clauses (1) and (2) above will avoid future procedural difficulties. Accordingly, in this case, and in future cases in these two classes under section 5(2) of the Act, we think it proper that conditions be imposed in the language of the statute as requested by the intervener herein, with only such modification of the terminology thereof as appears necessary. No question is involved as to the procedure in cases of the class wherein conditions have been prescribed, or agreed upon by the parties as permitted by the last sentence in section 5(2) (f).

"Subject to the condition that —

"During the period of four years from the effective date of our order herein such transaction will not result in employes of the carrier or carriers by railroad affected by such order being in a worse position with respect to their employment, except that the protection afforded to any employe pursuant to this sentence shall not be required to continue for a longer period, following the effective date of such order, than the period during which such employe was in the employ of such carrier or carriers prior to the effective date of such order; we find that merger of the properties of the Escanaba, Iron Mountain and Western Railroad Company into the Chicago and North Western Railway Co. for ownership, management, and operation is a transaction within the scope of section 5 (2) of the Interstate Commerce Act, as amended, that the terms and conditions imposed are just and reasonable, and that the transaction will be consistent with the public interest."

NEW ORLEANS UNION PASSENGER TERMINAL CASE

Finance Docket No. 15920

Decided January 16, 1952

. . . From the beginning, we have patterned the conditions which we prescribed after the Washington Agreement. Since the enactment of section 5(2) (f), the conditions prescribed by us differed from that agreement as to when the protection afforded was to begin, the duration thereof, and the amount of the annual allowance to be made because all such matters were regarded as being fixed by the statute. Under the circumstances here present, some additional protection for the employes involved must be afforded. In our opinion the Washington Agreement, subject to the limitations later shown, would provide the fair and equitable arrangement contemplated by the statute.

One provision of the Washington Agreement, to which specific objection has been raised by the applicants has never had our approval. It provides, in effect, that the coordination allowance to which an employe is entitled in case of dismissal will be reduced by the amount of compensation he receives from other railroad employment, but not otherwise. We have consistently required that there be appropriate deductions for earnings in all outside employment. See *Chicago R. I. & G. Ry. Co. Trustees Lease, supra, Texas & P. Ry. Co. Operation*, 247 I.C.C. 285, *Chicago M., St. P. & P. R. Co. Trustees Construction*, 252 I.C.C. 49 and 287, *Chicago & N. W. Ry. Co. Trustees Abandonment*, 254 I.C.C. 820 (not printed in full), *Oklahoma Ry. Co. Trustees Abandonment, supra*, and *Chicago, B. & Q. R. Co. Abandonment*, 257 I.C.C. 700. Accordingly, all earnings from outside employment should be included in computing any employe allowances which may be provided herein. Condition No. 5 of *Oklahoma Ry. Co. Trustees Abandonment, supra*, which relates to compensation for dismissed employes contains the following pertinent provision:

> The dismissal allowance of any dismissed employe who is otherwise employed shall be reduced to the extent that his combined monthly earnings in such other employment, any benefits received under any unemployment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. * * *

The dismissal allowance, as used in the foregoing, has the same meaning as coordination allowance, as used in the Washington Agreement.

Based upon the conclusions stated herein and consistent with the circumstances in this proceeding and in conformity with the decision of the Supreme Court of the United States in *Railway Labor Assn.* v. *U. S., supra*, we find that a fair and equitable arrangement for protecting the interests of the employes adversely affected by the transaction herein will be provided by applying the terms of the Washington Agreement of May 21, 1936, subject to the following limitations or restrictions:

(a) That employes adversely affected within 4 years from the effective date of the order approving the transaction shall receive as a minimum the protection afforded by conditions 4 to 9, inclusive, in *Oklahoma Ry. Co. Trustees Abandonment,*

257 I.C.C. 177 (197-201), as prescribed in the report and order approving the transaction, for the period they are adversely affected prior to May 17, 1952 (4 years from the effective date of the order of approval), and any such employe so adversely affected who has received under such conditions total dismissal or displacement compensation less than that which he would receive by applying the Washington Agreement, as limited, for the full protective period therein provided from the time he is first adversely affected, shall continue to receive benefits under the terms of the Washington Agreement, as limited, until the total compensatory benefits provided therein for his particular period of service have been paid.

(b) That in applying the Washington Agreement the coordination allowance provided therein for dismissed employes shall be reduced with respect to any employe who is otherwise employed to the extent that his combined monthly earnings in such other employment, any benefits received under any unemployment insurance law, and his coordination allowance, exceed the amount upon which his coordination allowance is based; such employe or his representative, and the carriers, to agree upon a procedure by which the carriers shall be currently informed of the wages earned by such employe in employment other than with the carriers, and the benefits received.

The intent and effect of the foregoing findings are that all employes adversely affected by the transaction involved should receive the protection afforded by the Washington Agreement, reduced as to dismissed employes to the extent that they receive compensation in other employment or under unmployment insurance laws; and that employes adversely affected prior to May 17, 1952 (4 years from the effective date of the order of approval) are to receive as a minimum the protection afforded by the Oklahoma Conditions as prescribed in the previous report for the period they are adversely affected prior to May 17, 1952, but if the total amount of such compensation is less than they would receive under the Washington Agreement, as limited, applied from the date of adverse affect, then they are entitled to the remaining benefits they would have enjoyed under the latter. While it is unlikely under the existing circumstances that the situation will arise, should the amount of compensation to which an employe is entitled under the original Oklahoma conditions applied to May 17, 1952, equal or exceed the amount to which he would be entitled under the Washington Agreement, as limited, then he would be entitled to nothing under the latter.

An appropriate order will be entered.

COMMISSIONER CROSS did not participate in the disposition of this proceeding.

CONDITIONS FOR PROTECTION OF EMPLOYES, COMMONLY REFERRED TO AS THE "OKLAHOMA CONDITIONS," PRESCRIBED BY THE I.C.C. IN ITS ORDER ISSUED MAY 17, 1944 IN FINANCE DOCKET 14221, OKLAHOMA RAILWAY COMPANY TRUSTEES ABANDONMENT OF OPERATION, ETC.

4. If, as a result of the abandonment of operation herein permitted and the purchases, etc., herein authorized, hereinafter referred to as the transaction, any employee of Robert K. Johnston and A. C. DeBolt, trustees of the Oklahoma Railway Company, of The Atchison, Topeka and Santa Fe Railway Company, or of Joseph B. Fleming and Aaron Colnon, trustees of The Chicago, Rock Island and Pacific Railway Company, hereinafter respectively referred to as the Oklahoma, the Santa Fe and the Rock Island, and collectively as the carriers, is displaced, that is placed in a worse position with respect to his compensation and rules governing his work conditions, and so long thereafter as he is unable, in the exercise of his seniority rights under existing agreements, rules, and practice, to obtain a position producing compensation equal to or exceeding the compensation he received in the position from which he was displaced, he shall be paid a monthly displacement allowance equal to the difference between the monthly compensation received by him in the position in which he is retained and the monthly compensation received by him in the position from which he was displaced. The latter compensation is to be determined by dividing separately by 12 the total compensation received by the employee and the total time for which he was paid during the last 12 months in which he performed services immediately preceding the date of his displacement as a result of this transaction (thereby producing average monthly compensation and average monthly time paid for in the test period). If his compensation in his retained position in any month is less than the aforesaid average compensation in the test period, he shall be paid the difference, less compensation at the rate of the position from which he was displaced for time lost on account of his voluntary absences in his retained or current position, but if in his retained position he works in any month in excess of the average monthly time paid for in the test period, he shall be compensated for the excess time at the rate of pay of the retained position; provided, however, that nothing herein shall operate to affect in any respect the retirement on pension or annuity rights and privileges in respect of any employee, provided, further, that if any employee elects not to exercise his seniority rights he shall be entitled to no allowance, and provided, further, that no allowance shall be paid to any Oklahoma employee who fails to accept employment, with seniority rights in Oklahoma City, Oklahoma, with the Santa Fe or Rock Island if either of said two last named carriers offers him a position, the duties of which he is qualified to perform. The period during which this protection is to be given, hereinafter called the protective period, shall extend from the date on which the employee was displaced to the expiration of 4 years from the effective date of our order herein; provided, however, that such protection shall not continue for a longer period following the effective date of our order herein than the period during which such employee was in the employ of the carriers prior to the effective date of our order.

5. If, as a result of the transaction herein approved, any employee, hereinafter referred to as a dismissed employee, of the carriers is deprived of employment with said carriers because of the abolition of his position or the loss thereof as the result of the exercise of seniority rights by an employee whose position is abolished as result of the transaction herein approved, he shall be accorded a monthly dismissal allowance equivalent to one-twelfth of the compensation received by him in the last 12 months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of this transaction. This allowance shall be made during the protective period to each dismissed employee while unemployed, provided, however, that no such allowance shall be paid to any Oklahoma employee who fails to accept employment, with seniority rights in Oklahoma City, Okla., with the Santa Fe or Rock Island, if either of said two last named carriers offers him a position, the duties of which he is qualified to perform.

The dismissal allowance of any dismissed employee who is otherwise employed shall be reduced to the extent that his combined monthly earnings in such other employment, any benefits received under any unemployment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employee, or his representative, and the carriers, should agree upon a procedure by which the carriers shall be currently informed of the wages earned by such employee in employment other than with the carriers, and the benefits received.

The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of the employee without good cause to return to service after being notified by the carriers of a position, the duties of which he is qualified to perform and for which he is eligible, or in the event of his resignation, death, retirement on pension, or dismissal for good cause.

6. No employee affected by the transaction approved herein shall be deprived during the protective period of benefits attached to his previous employment, such as free transportation, pensions, hospitalization, relief, et cetera, under the same conditions and so long as such benefits continue to be accorded to other employees on his home road, in active service or on furlough, as the case may be, to extent that such benefits can be so maintained under present authority of law or corporate action or through future authorization which may be obtained.

7. Any employee retained in the services of the carriers involved in the transaction herein approved or who is later restored to service after being entitled to receive a dismissal allowance, and required to change the point of his employment as a result of the transaction, and within the protective period is required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects, for the traveling expenses of himself and his immediate family, and for his own actual wage loss, not to exceed 2 days, the exact extent of the responsibility of the carriers to be agreed upon in advance by the said carriers and the employees affected; provided, however, that changes in place of residence, subsequent to the initial change caused by the transaction, which result from the exercise by the employee of his seniority rights shall not be considered as within the foregoing provision.

8. In the event that any dispute or controversy arises with respect to the protection afforded by the foregoing Conditions Nos. 4, 5, 6, and 7, which cannot

be settled by the carriers and the employee, or his authorized representatives, within 30 days after the controversy arises, it may be referred by either party, to an arbitration committee for consideration and determination, the formation of which committee, its duies, procedure, expenses, et cetera, shall be agreed upon by the carriers and the employee, or his duly authorized representatives.

9(a) The following condition shall apply, to the extent it is applicable in each instance, to any employee who is retained in the service of any of the carriers (or who is later restored to service after being entitled to receive a dismissal allowance), who is required to change the point of his employment within the protective period as a result of the transaction herein approved and is therefore required to move his place of residence:

1. If the employee owns his own home in the locality from which he is required to move, he shall at his option be reimbursed by his employing carrier for any loss suffered in the sale of his home for less than its fair value. In each case the fair value of the home in question shall be determined as of a date sufficiently prior to May 17, 1943, to be unaffected by the filing of the applications herein. The employing carrier shall in each instance be afforded an opportunity to purchase the home at such fair value before it is sold by the employee to any other person.

2. If the employee is under a contract to purchase his home, the employing carrier shall protect him against loss to the extent of the fair value of any equity he may have in the home and in addition shall relieve him from any further obligation under the contract.

3. If the employee holds unexpired lease of a dwelling occupied by him as his home, the employing carrier shall protect him from all loss and cost in securing the cancellation of his said lease.

(b) Changes in place of residence subsequent to the initial change caused by the consummation of the transaction herein approved and which grow out of the normal exercise of seniority in accordance with working agreements are not comprehended within the provisions of this condition.

(c) No claim for loss shall be paid under the provisions of this condition which is not presented within one year after the date employee is required to move.

(d) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of lease, or any other question in connection with these matters, it shall be decided through joint conference between the representatives of the employees and the carrier on whose line the controversy arises and in the event they are unable to agree, the dispute may be referred by either party to a board of three competent real estate appraisers, selected in the following manner: One to be selected by the representatives of the employees and the carrier, respectively, and these two shall endeavor by agreement within ten days after their appointment to select the third appraiser, or to select some person authorized to name the third appraiser. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expense of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

CONDITIONS FOR PROTECTION OF EMPLOYES, COMMONLY REFERRED TO AS THE BURLINGTON CONDITIONS, PRESCRIBED BY THE I.C.C. IN ITS ORDER ISSUED NOVEMBER 1, 1944 IN FINANCE DOCKET NO. 14426, CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY ABANDONMENT

1. If, as a result of the abandonment permitted herein, any employee of the Chicago, Burlington & Quincy Railroad Company, hereinafter referred to as the carrier, is displaced, that is, placed in a worse position with respect to his compensation and rules governing his work conditions, and so long thereafter as he is unable, in the exercise of his seniority rights under existing agreements, rules, and practices, to obtain a position producing compensation equal to or exceeding the compensation he received in the position from which he was displaced, he shall be paid a monthly displacement allowance equal to the difference between the monthly compensation received by him in the position in which he is retained and the monthly compensation received by him in the position from which he was displaced. The latter compensation is to be determined by dividing separately by 12 the total compensation received by the employee and the total time for which he was paid during the last 12 months in which he performed services immediately preceding the date of his displacement as a result of this abandonment (thereby producing average monthly compensation and average monthly time paid for in the test period). If his compensation in his retained position in any month is less than the aforesaid average compensation in the test period, he shall be paid the difference, less compensation at the rate of the position from which he was displaced for time lost on account of his voluntary absences in his retained or current position, but if in his retained position he works in any month in excess of the average monthly time paid for in the test period, he shall be compensated for the excess time at the rate of pay of the retained position; provided, however, that nothing herein shall operate to affect in any respect the retirement on pension or annuity rights and privileges in respect of any employee; provided, further, that if any employee elects not to exercise his seniority rights he shall be entitled to no allowance, and provided, further, that no allowance shall be paid to any employee who fails to accept employment, with seniority rights in a position, the duties of which he is qualified to perform. The period during which this protection is to be given, hereinafter called the protective period, shall extend from the date on which the employee was displaced to the expiration of 4 years from the effective date of our certificate herein; provided, however, that such protection shall not continue for a longer period following the effective date of our certificate herein than the period during which such employee was in the employ of the carrier prior to the effective date of our certificate.

2. If, as a result of the abandonment herein permitted, any employee, hereinafter referred to as a dismissed employee, of the carrier, is deprived of employment with said carrier because of the abolition of his position or the loss thereof as the result of the exercise of seniority rights by an employee whose position is abolished as a result of the abandonment herein permitted, he shall be accorded a

monthly dismissal allowance equivalent to one-twelfth of the compensation received by him in the last 12 months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of this abandonment. This allowance shall be made during the protective period to each dismissed employee while unemployed, provided, however, that no such allowance shall be paid to any employee who fails to accept employment, with seniority rights, in a position, the duties of which he is qualified to perform.

The dismissal allowance of any dismissed employee who is otherwise employed shall be reduced to the extent that his combined monthly earnings in such other employment, any benefits received under any unemployment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employee, or his representative, and the carrier, should agree upon a procedure by which the carrier shall be currently informed of the wages earned by such employee in employment other than with the carrier, and the benefits received.

The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of the employee without good cause to return to service after being notified by the carrier of a position, the duties of which he is qualified to perform and for which he is eligible, or in the event of his resignation, death, retirement on pension, or dismissal for good cause.

3. No employee affected by the abandonment permitted herein shall be deprived during the protective period of benefits attached to his previous employment, such as free transportation, pensions, hospitalization, relief, et cetera, under the same conditions and so long as such benefits continue to be accorded to other employees on his home road, in active service or on furlough, as the case may be, to the extent that such benefits can be so maintained under present authority of law or corporate action or through future authorization which may be obtained.

4. Any employee retained in the services of the carrier involved in the abandonment herein permitted, or who is later restored to service after being entitled to receive a dismissal allowance, and required to change the point of his employment as a result of the transaction, and within the protective period is required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects, for the traveling expenses of himself and his immediate family, and for his own actual wage loss, not to exceed 2 days, the exact extent of the responsibility of the carrier to be agreed upon in advance by the said carrier and the employees affected; provided, however, that changes in place of residence, subsequent to the initial change caused by the abandonment, which result from the exercise by the employee of his seniority rights shall not be considered as within the foregoing provision.

5. In the event that any dispute or controversy arises with respect to the protection afforded by the foregoing conditions Nos. 1, 2, 3, and 4. which cannot be settled by the carrier and the employee, or his authorized representatives, within 30 days after the controversy arises, it may be referred, by either party, to an arbitration committee for consideration and determination, the formation of which committee, its duties, procedure, expenses, et cetera, shall be agreed upon by the carrier and the employee, or his duly authorized representatives.

6. (a) The following condition shall apply, to the extent it is applicable in each instance, to any employee who is retained in the service of the carrier (or who is later restored to service after being entitled to receive a dismissal allowance), who is required to change the point of his employment within the protective period as a result of the abandonment herein permitted and is therefore required to move his place of residence:

1. If the employee owns his own home in the locality from which he is required to move, he shall at his option be reimbursed by the carrier for any loss suffered in the sale of his home for less than its fair value. In each case the fair value of the home in question shall be determined as of a date sufficiently prior to December 3, 1943, to be unaffected by the filing of the application herein. The carrier shall in each instance be afforded an opportunity to purchase the home at such fair value before it is sold by the employee to any other person.

2. If the employee is under a contract to purchase his home, the carrier shall protect him against loss to the extent of the fair value of any equity he may have in the home and in addition shall relieve him from any further obligation under his contract.

3. If the employee holds an unexpired lease of a dwelling occupied by him as his home, the carrier shall protect him from all loss and cost in securing the cancelation of his said lease.

(b) Changes in place of residence subsequent to the initial change caused by the consummation of the abandonment herein permitted and which grow out of the normal exercise of seniority in accordance with working agreements are not comprehended within the provisions of this condition.

(c) No claim for loss shall be paid under the provisions of this condition which is not presented within 1 year after the date employee is required to move.

(d) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of lease, or any other question in connection with these matters, it shall be decided through joint conference between the representatives of the employees and the carrier and in the event they are unable to agree, the dispute may be referred by either party to a board of three competent real estate appraisers, selected in the following manner: One to be selected by the representatives of the employees and the carrier, respectively, and these two shall endeavor by agreement within 10 days after their appointment to select the third appraiser, or to select some person authorized to name the third appraiser. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

EMPLOYE PROTECTIONS IMPOSED BY THE INTERSTATE COMMERCE COMMISSION IN CHICAGO, ATTICA & SOUTHERN RR. CO. RECEIVER ABANDONMENT.

(Finance Docket No. 13979)

Authority to determine issues of public convenience and necessity arising from proposals by subject carriers to abandon, or to abandon operation of, lines or parts of lines of railroad, was vested in us by provisions of the Transportation Act of 1920 that now are contained in section 1 (18-20) of the Interstate Commerce Act; and means are provided in section 1 (20) for preventing such abandonment unless and until a certificate that the present and future public convenience and necessity permit thereof is obtained from us. Here the statute does not expressly mention employees that may be affected by abandonment of railroads; but in *Interstate Commerce Commission v. Railway L. E. Assn.*, 315 U. S. 373, the Supreme Court of the United States held that, in authorizing the abandonment of a railway line, we have authority to attach terms and conditions for the benefit of employees displaced by railroad abandonments. Among other things, the Court said that the phrase "public convenience and necessity" no less than the phrase "public interest" must be given a scope consistent with the broad purpose of the Transportation Act of 1920, namely, to provide the public with an efficient and nationally integrated railroad system; that clear recognition that "public convenience and necessity" includes consideration of effects of a proposed abandonment on the national transportation system appears in a previous decision of the Court[3], and that, if national interests are to be considered in connection with an abandonment, nothing in the act indicates that the national interest in purely financial stability is to be determinative while the national interest in stability of labor supply available to the railroads is to be disregarded.[4] The Court said further, in effect, that the questions of whether terms and conditions for the protection of employees should be attached and, if so, of the nature and extent of such conditions, are for us to decide in the light of evidence.

Facts and circumstances in various abandonment proposals presented to us vary widely in the situations involved. These situations fall into general groups, (1) abandonment of entire properties by carriers which are no longer able to continue the struggle for survival because of highway competition or other conditions depriving them of sufficient means of livelihood; (2) partial abandonments by generally unprosperous carriers in the effort to reduce expenses and thereby preserve service to the public on their remaining lines; and (3) abandonment of main lines, or parts of lines by carriers, not *in extremis*, where abandonment is warranted and desirable as a benefit to the transportation system, but, in the language of the court, results also in a private benefit for the railroad in the form of savings realized by discontinuing uneconomic service.

Manifestly, dismissal allowances to employees cannot reasonably be required in

a case where the entire railroad of a carrier is permitted to be abandoned because it cannot make ends meet and the company is retiring from the transportation business, *Susquehanna & N. Y. R. Co. Abandonment,* 252 I. C. C. 81, 88. And, where curtailment of operation is permitted in the hope that some service may be continued, this important objective might be defeated by conditions intended to compensate employees affected by partial abandonment, with the result that, instead of the greater good being done to the greater number, as in *Baltimore Steam Packet Co. Acquisition and Control,* 244 I. C. C. 583, 603-5, or at least some employees being retained, all the carrier's employees eventually would be thrown out of work without recourse.

In *Chicago, B. & Q. R. Co. Abandonment, supra,* the third case was presented. There a strong trunk-line carrier proposed to abandon an intermediate segment of a line roughly paralleled by another line of the same system. The amount of savings which the proposed abandonment was expected to make possible is not shown, but the record indicated that the segment in question was operated at a loss to the Burlington system, and we found that continued operation of the segment would impose an undue and unnecessary burden upon the Burlington and upon interstate commerce.

The effect of this abandonment upon employees was not definitely ascertainable in advance of the fact. We said:

> Obviously the effect of any abandonment upon employees cannot be determined definitely until the abandonment is actually accomplished. It is our judgment that *in cases of the character herein involved,* protection should be afforded employees adversely affected, and that the carriers and the employees should be advised of our views with respect to the measure of such protection * * * (Italics supplied.)

Accordingly, we issued a certificate permitting the proposed abandonment upon express conditions stated in six serially numbered paragraphs covering displacement allowances, dismissal allowances, and other compensation for employees forced from their work or, in following the same in the exercise of seniority rights, forced to remove to other places of residence.

These examples sufficiently demonstrate the need for the exercise of wise discretion in determining, in the light of the evidence in each case, what conditions, if any, should be attached in abandonment proceedings for the protection of employees.

[5] *Colorado* v. *United States,* 271 U. S. 153.

[6] *United States* v. *Lowden,* 308 U. S. 225.

lines, if a change of residence is not required.

How can we justify that the Carrier must give 60 days' notice of its desire to transfer 5 or fewer employes within a seniority district?

The intent of the language in the above Section was to make it possible for the Carrier to move five employes across a seniority district where several employes worked at one point but belonged to different seniority districts, such as points where employes from several seniority districts may be working in one building. However, in our case, the Carrier must give as least 60 days' notice where it wants to make an operational or organizational change or transfer employes and/or work within a seniority district. There are no exceptions in Section 1 of Article III which makes it mandatory that the Carrier give the required notice before an implementing agreement may be reached to make changes listed above.

Example

An employe was furloughed on August 18, 1964. The rules in the August 21, 1954 Agreement state that an employe must, at the time of furlough, advise the Carrier if he desires to be considered for temporary service. He advised the Carrier that he desired to be considered for temporary service but has not been called for such service since furloughed.

Is this employe a protected employe?

Yes. He is protected in two ways. The August 21, 1954 Agreement in effect creates an extra list of furloughed employes who are furloughed and have expressed a desire to be considered for temporary service. Also, he has averaged more than seven days of service for each month he was furloughed during 1964 and should have been recalled by March 1, 1965.

The employe referred to above did not, at the time of furlough, advise the Carrier that he desired to be available for temporary service, is he a protected employe?

No, unless the August 21, 1954 Agreement is not in effect on this Carrier and under the Schedule Agreement was required to and did respond for extra service.

Example

Employe A held a Signalman position for several years and on March 1, 1965 was voluntarily bumped by a senior signalman. Employe A, as a result, had to bump a lower rated position but not move his residence.

In view of the language in Section 3 of Article IV, at what rate of pay is Employe A's compensation to be preserved?

At the lower rate.

Example

Employe A is senior to Employe B, but B is a protected employe whereas A is not. A position is advertised and the Carrier awards it to employe B although both B and A bid on it.

Is this proper?

No. B would have to be recalled as he is protected but A would then have to be recalled because he is senior to B and the February 7 Agreement does not change existing seniority rules. In effect, by being a protected employe, B extends an umbrella of coverage to A.

Example

Employes A, B, and C who hold seniority in that order were furloughed on April 1, 1963. The Carrier offered them employment on another division and the acceptance of such employment is optional with the employe. Employes A and C accept employment on the other division (different seniority district). Employe B does not and has performed no service since April 1, 1963. Employes A and C were working on the other division as of March 1, 1965.

Does the Carrier have to recall them to their home division or seniority district—or are they protected employes on the other division—and can the Carrier have them remain on the foreign division? [The rules state they will accumulate seniority on the foreign division but must return to their home division when called, and at that time would forfeit seniority gained on the foreign division. While on the foreign division, they continued to accumulate seniority on their home division.] Employe C is a protected employe and is junior to Employe B who is not protected. Does Employe B have to be recalled?

The Carrier could leave C on the foreign division until such time as a position becomes available on his home division at which time B would have to be recalled. A and C are protected employes on their home divisions.

Example

The Carrier's employes comprise one seniority district. It moves a signal shop some 300 miles which would require two employes to move their residence.

Must the Carrier give notice of its desire to move these employes and are they entitled to the benefits of the Washington Job Protection Agreement and those provided in the February 7 Agreement?

Yes. The Carrier in this case would have to give 90 days' notice of its intent to transfer the signal shop and the employes would be entitled to the benefits allowed in Sections 10 and 11 of the Washington Agreement and in addition thereto, those provided in the February 7 Agreement. If no employes were to follow the work in the signal shop, the Carrier would be required to give 60 days' notice to transfer the work involved. Also, an implementing agreement would be necessary in both instances cited in the preceding.

Example

Employes A, B, and C work on the Washington Division. The Carrier serves notice of its desire to transfer one employe to another seniority district. Employe A is senior, B is next in seniority, and C is junior. The Carrier advises of its desire to transfer Employe A.

Does he have to go, or can he bump and require the junior man to accept the transfer? [This could get involved on railroads that have system seniority, such as the Rock Island in our case.] In short, does a senior man have to accept a transfer in lieu of a junior employe?

A does not have to move unless an implementing agreement so specified. Otherwise, he could bump a junior employe.

Example

An employe has performed full time General Chairman duties for several years. During this time, he performed no Carrier service.

Is he a protected employe?

No. But he can, if he desires, bump any employe whom his schedule Agreement will permit him to bump.

Example

Employes A, B, C, D, E and F are Signal Maintainers assigned to separate maintenance territories, having different headquarters. The Carrier abolishes all these positions and advertises five positions with one headquarters, and all positions are assigned to the territories which were formerly assigned to the five employes.

Is an implementing agreement necessary here? [No seniority lines will be crossed by either of these employes, but one employe would have to move his residence to follow his work. The Carrier states it can transfer these employes or change their assignments and no penalty is involved so long as they do not cross seniority lines.] Is this proper?

No. An implementing agreement must be made after the Carrier has given 90 days' notice of its desire to make this operational and organ-

izational change. The Carrier's action in this case is not proper.

Example

Employe A works in a signal shop on a Carrier that comprises one seniority district. The signal shop is transferred to another point that would require him to move if he is to continue in the shop. He has 20 days under the Agreement (schedule) to require the Carrier to re-advertise the shop position, at which time he could bump another position. A dispute arises as to whether he is entitled to benefits of the Washington Job Agreement and those provided in the February 7 Agreement.

How can this employe protect himself?

An implementing agreement must be reached before such move can be made by the Carrier. If Carrier makes move unilaterally, the dispute should be immediately handled with the Carrier who will have to make the employe whole for any loss suffered if the Disputes Committee finds in favor of the Organization.

Example

An employe is displaced by a senior employe who may not wish to follow work that has been transferred as a result of an implementing agreement between the Organization and Carrier; the junior employe is, as a result, forced to move his residence.

Is the junior employe due moving expenses and other benefits as outlined in Question No. 4 of the General Questions herein?

Yes.

Q. *The Carrier changes an employe's relief days. Is this an organizational and operational change?*

A. Yes.

Q. *Can a dispute arising account of an infraction of the February 7 Agreement be progressed to the National Railroad Adjustment Board?*

A. No. But, by not applying the February 7 Agreement the Carrier may cause a violation of the Schedule Agreement to occur in which case one dispute, (the one arising out of Carrier's failure to live up to the February 7, Agreement), would be referred to the Disputes Committee set up in Article VII of that Agreement while the violation of the Schedule Agreement would be referred to the National Railroad Adjustment Board.

Q. *Can the parties to the February 7 Agreement request an interpretation of the Agreement from the National Mediation Board?*

A. No; such questions will be handled by the Disputes Committee established by Article VII of the February 7, 1965 Agreement.

Q. *Are employes who are required to move their residence account of the Carrier transferring work or employes or because the Carrier makes operational, technological or organizational changes entitled to the benefits provided in Sections 10 and 11 of the Washington Job Protection Agreement and in addition thereto, be allowed $400.00 and five working days in which to move?*

A. Yes and in addition to these benefits, such employes will be entitled to any other benefits spelled out in the implementing agreement between the Carrier and Organization.

Q. *Should all implementing agreements be approved by the President of our Organization or his representative designated by him to act in his behalf?*

A. Yes.

Q. *Several employes were furloughed on December 31, 1963 and have performed no service since that time. Are they protected employes?*

A. No.

Q. *Several employes' positions were abolished in 1963 and all except the junior employe chose to accept furlough instead of taking a lower rated position. The junior employe accepted a lower rated position and was furloughed on August 18, 1964. Does the Carrier have to recall all these employes?*

A. If the junior employe, at the time he was furloughed in August 1964, advised the Carrier that he desired to be considered for extra work and has responded if called or has not been called for extra work, the junior employe must be recalled under the February 7 Agreement and inasmuch as the other employes are senior to him, they must be recalled under the rules of the Schedule Agreement.

Q. *The Carrier has three employes on Division A who are the junior employes on that Division and who are not protected under the February 7 Agreement. In view of the language in Section 5 of Article III, can the Carrier give notice to transfer employes who are protected employes on other Divisions to Division A for the purpose of furloughing the three unprotected employes on Division A?*

A. No. Section 1 of Article III states that one of the purposes for an implementing agreement "shall be to provide a force adequate to meet the Carrier's requirements." It was not contemplated that implementing agreements would be used to cut off forces and no agreement should be made that would allow the Carrier to use an implementing agreement to transfer work and/or employes to reduce forces.

Attention Signalmen

Last month the Journal printed the full text of the Mediation Agreement dated February 7, 1965, in pamphlet form so that each member could remove it from his issue and keep it for future reference. Many of the provisions of this agreement are closely related to the provisions of the Washington Job Protection Agreement of May, 1936. Since a sampling of our membership revealed that very few have access to a copy of the Washington Job Protection Agreement we are reproducing it in its entirety on the following pages.

We suggest that you remove it and add it to your file of working agreements. Watch future issues for important additions to your file. President Jesse Clark has requested that other national agreements be reproduced in this manner whenever space is available in the Journal. Keep them on hand so you will know the actual conditions of your employment and have a thorough understanding of the wages and benefits to which you are entitled.

tue, Russo, DiMauro, Brunell, Ritchie, Pasquale, Nack, Howe, O'Brien, Pierce, Coho, and R. W. Schwartz.

Don't forget fellows, our next meeting will be held June 9 at 8 p.m. Refreshments are served at each meeting.

Your dues must be paid. Why not pay them now instead of waiting till the end of July. Help your treasurer — don't wait. Please advise your secretary of your proper Zip Code number.

J. L. NACK

Santa Fe

MC PHERSON, KAN. (33). We had an excellent meeting at Emporia, Kan. on March 19 with all Divisions showing good representation. There were 15 from the Eastern Div., 11 from the Middle, and the rest from the shop and the Oklahoma Div. The gangs were all fairly well in attendance which is a great improvement and if they continue they will soon be doing a fair share of the work contributing to the administration of the Local.

The meeting was called to order at one p.m. by Chief Signalman Roberts. All Local Chairmen and General Chairman Bill Lewis were present. The regular order of business was handled as usual. Brothers Folck and Mathers reported that W. Goodnight and J. Walton were in the hospital. It was also reported our good Brother A. W. Stevenson of the Eastern Div. had passed away.

Our next meeting will be held at Newton, Kansas on May 15 at the Ripley Hotel. This will be a very important meeting for all of us so we should make every effort to attend. I expect to see the foremen and inspectors at this meeting.

We must all remember that our Brotherhood is a very democratic organization where each man's vote counts and is important. One cannot sit back and send someone to vote for him on prime decisions and squawk about not getting all the advantages you demand. We must all attend the meetings and make ourselves heard and the majority will rule.

M. E. CRAFT

Pennsylvania

PHILADELPHIA, PA. (18). Our regular meeting was held March 12 and arrangements were made for a banquet to be held May 15 at the Four Chefs' at Frankford Ave. and Levick St. Please make your reservations as early as possible. All brothers on pension are invited to attend free. This is all the information I have on this subject.

There is still no hot water at Zoo Tower as of the date of this writing.

I recently visited three Brothers who are on pension. They were: H. W. Lewis, C. R. Ashton, and R. F. Reber. They send their regards to all Brothers and would like you to remember them.

Brothers Kissel, Arkles, and Bielfus are spending some time in Florida—lucky them! We invite them to come home and attend our banquet.

Determine Your Rights Under FELA

Members who are injured on the job and the dependents of those members who have been killed or have died as the result of such injuries should by all means ascertain their rights and benefits under the Federal Employers' Liability Act before attempting any settlement with the railroad.

Below is a list of attorneys who, on the basis of information made available to us, are competent to give full information and assistance to those in need of it.

This list is compiled and maintained on the strength of information furnished us by both attorneys and members. The accuracy of the list that we will publish from time to time depends entirely on the information furnished us. Therefore, everyone concerned is urged to keep us informed, regarding cases handled, nature of the case, terms of the settlement, commendations, criticisms, etc.

Vice President G. Orndorff, Room 1812, 220 South State Street, Chicago 4, Ill., has been designated to receive and compile this information.

Atlanta, Ga. Thomas J. Lewis, Jr., 905 Healy Bldg.
Tel. JAckson 2-4229

Baltimore 2, Md. Bernard M. Savage, 10 Light St., 30th Floor, Maryland National Bank Bldg.
Tel. MUlberry 5-2713

Bergenfield, N.J.
Charles J. Tyne
104 N. Washington Ave.
Tel. DUmont 4-9433

Birmingham 3, Ala.
Rives, Peterson, Pettus & Conway, Seventeenth floor, Twenty-one Twenty-one Building.

Boston 8, Mass. Francis H. Farrell, Suite 701, Old South Bldg., 294 Washington Street.
Tel. LIberty 2-3270

Chicago 2, Ill. Henslee-Monek-Henslee, 120 Madison Bldg.
Tel. STate 2-5925

Cleveland 14, Ohio. Howard M. Metzenbaum, 700 Union Commerce Bldg.
Tel. PR 1-4515

Denver 2, Colo. Alex Stephen Keller, 316 Symes Bldg.
Tel. ALpine 5-3603

East St. Louis, Ill. Dan McGlynn, 120 N. Main Street.

Fort Worth, Tex.
Contact George L. Schmidt, at Houston 2, Texas.

Houston 2, Tex.
George L. Schmidt, 1307 American Investors Bldg.
Tel. CA 2-2268

Kansas City, Mo. Ernest Hubbell, 2505 Power and Light Bldg., 14th & Baltimore Ave.
Tel. BAltimore 1-5666

Kansas City, Mo. Frank X. Mattes, 1014 Argyle Bldg.
306 E. 12th Street.
Tel. HArrison 1-5570

Los Angeles 13, Calif. Clifton Hildebrand, 408 So. Spring St., Suite 205.
Tel. MAdison 9-2214

Minneapolis 2, Minn. Eugene Rerat, 1100 First National Bank Bldg.
Tel. FEderal 9-9231

New York 17, New York. John V. Higgins, 535 Fifth Ave.
Tel. YUkon 6-1377

Oakland, Calif. Clifton Hildebrand, 1212 Broadway.
Tel. GLencourt 1-6732

Pittsburgh 19, Pa. Robert B. Ivory, 711 Frick Bldg.
Tel. GRant 1-4780

St. Louis, Mo. Ernest Hubbell, 408 Olive St. Suite 302. Tel. CHestnut 1-0505

St. Louis, Mo. Frank X. Mattes 611 Olive St., Suite 1814.
Tel. MAine 1-6992

Salt Lake City 1, Utah. Wayne L. Black, 530 Judge Bldg.
Tel. EMpire 4-3566

San Antonio, Tex., 78205, George L. Schmidt, 1515 N.B.C. Bldg.

Seattle, Washington, 98104, Arthur E. Piehler, 27th Floor Smith Tower.
Tel. Main 4-4700

Sherman Oaks, Calif. John M. Ennis, Suite 27, Lydee Bldg., 15445 Ventura.

Syracuse, N.Y. J. Murray Dunn, 707 State Tower Bldg.
Tel. HA 2-0303

Vicksburg, Miss. W. W. Ramsey, First National Bank Bldg.
Tel. VIcksburg 63-6-5561

Wichita 2, Kans. John C. Frank, 610 Union National Bldg.
Tel. HObart 4-0346

Wichita, Kans. Payne H. Ratner, 444 N. Market, P.O. Box 306
Tel. AMherst 2-6423

Leader H. McLaughlin and his raiders are working on the rail renewal project through Holmes interlocking and Mantua.

I hope to see you at our next meeting. Please attend and pay your dues on time. TREBOR ROLYAT

Missouri Pacific

SEDALIA, MO. (72). Our regular meeting was held at the Iron Workers Hall in Little Rock, Ark. on March 13.

Retired Brothers Paskey and Sanders advised that they were enjoying their retirement.

Brother Glen Nutzman brought out several questions on the job stabilization agreement. He was advised to contact his local chairman and process his grievance as a claim.

It was reported that Brother Amos had returned to work.

Brother Bailey made a motion that the regular meeting scheduled to be held in Little Rock, Arkansas in Sept. 1965 be moved to Montroe, La. for that meeting. The motion passed.

Brother Bush discussed several claims that are being processed.

There were two officers, 21 members, and two retired members present.

G. W. HOLMES

Canadian National

ST. LAURENT, QUE. (118). Our regular meeting held February 2 at the Queen's Hotel in Montreal was attended by 30 members including all Local officers and Brothers H. Stockdale, A. N. Cotton and Bob Scott.

The minutes of the previous meetings were read and accepted.

The applications for membership of S. Kirkpatrick, G. Janssen and R. Ayotte were approved and the new Brothers were accepted as members of our Local.

Members of our Local recently established a fund to assist Brother Arseneault who lost his wife and grandson when apartment houses in Ville LaSalle, Que. were destroyed by an explosion last February. His son was also seriously injured and his household effects were lost. Brother Arseneault works in the signal shop at Montreal.

The regular order of business was suspended with some items held over until our next meeting and the members assembled to honor departing Brother A. N. Cotton who was elected Grand Lodge Representative with headquarters in Winnipeg. Our Chief Signalman M. Cyr, in the name of all the members of our Local, expressed thanks for the good work that Brother Cotton has done and wished him good luck on his new assignment.

Brother Bob Scott was presented to the members present as the newly elected General Chairman with headquarters at Montreal.

Our next meeting will be held at the usual place on the first Friday of June. I hope to see a good turnout at this meeting which will be of great importance to all of us. G. RICHARD

Baltimore & Ohio

DAYTON, OHIO (94). A meeting was held in Albion, Indiana on March 11 for gangs installing traffic control from Pine Jct. to St. Joe, Indiana. The meeting was conducted by Local Chairman G. J. Erford. General Chairman H. C. Guscott was in attendance. Explanations were given on the provisions of the November 20, 1964 agreement pertaining to birthday holidays, improved vacations, and paid up life insurance for retired employes.

The wage increases of January 1, 1964, 1965, and 1966 were discussed. The February 7, 1965 agreement covering job stabilization was explained.

On the date of this meeting there were numerous furloughed protected employes under this agreement who had not been recalled to service by March 1. Claims were entered in their behalf.

T. P. Mazurowski, signal maintainer CR Tower, South Chicago, injured his arm while opening a frozen trap door on the bridge mechanism and is off duty at this time. The injury is severe and he is not expected to return until July. Brother P. E. Steel has returned to duty after suffering an eye injury last fall caused by flying glass from a defective insulator leaving some permanent damage.

Brother R. G. Mynhier, signal foreman, entered the Signal Engineer's office April 5 for training toward a supervisory capacity.

Toledo Division: G. H. Schmitz, maintainer, Miamisburg, Ohio, was injured while driving his company truck home off duty March 9. He has been confined in Kettering Memorial Hospital, Kettering, Ohio, with a broken right leg and fractured ribs. He will be off duty for some time. During his absence the position is being filled by J. Napper. Brother R. S. Bogart has been assigned to the assistant's position in Deshler, Ohio.

The Brothers shown here are, left, Frank Schmaltz-assistaint maintainer at Deshler, Ohio, and R. Stanley-maintainer at Bates, Ohio. Brother Schmaltz retired Feb. 28.

Brother Frank Schmaltz, above, who recently retired, will be missed by his many friends on the Toledo Division.

Akron Division: Local Chairman G. A. Rennie-maintainer, Sterling- and C. E. Hamlin-maintainer, Greenwich,- are off duty due to illness.

Newark Division: B&O has made application to the ICC to construct a new connection and main line at the cost of $7,000,000 for the purpose of developing new coal deposits in Belmont County, Ohio.

St. Louis Division: H. Sharpleader, Flora, Illinois, has been promoted to assistant supervisor B&O-C.T. A. F. Weidle, assistant supervisor B&O-C.T. has been promoted to supervisor construction Akron-Chicago Division. J. Wiseman, supervisor construction Akron-Chicago Division has been promoted to general signal supervisor, Cincinnati, Ohio.

We would like to urge our members to keep in mind the importance of responsibilities they assume while driving company trucks. Management's position at this time is that employes are liable for all costs in connection with traffic violations. Also, members upon returning from Military Service must report for duty with the company within 90 days of separation and write their signal supervisor and local chairman that they desire their rights to promotion.

Once again a reminder to retain your December, 1964 copy of *The Signalman's Journal* since it contains the November 20, 1964 agreement.

G. F. HAMMOND

Norfolk & Western

ROANOKE, VA. (77). Our regular meeting was held on March 6 and was chaired by Chief Signalman S. E. Epperly. Several Brothers were present but we still are not having the attendance that we would like to have. Come on fellows, turn out and let us have a strong Local.

There were several important items of interest discussed and appropriate action was taken on some of them. General Chairman V. J. Sartini reported on several important items

which were then placed before the Local for its determination. This is the place to discuss anything of interest to members of our craft and time should not be wasted just visiting to pass the time of day.

The Signal Department of the Radford Division gave Brother V. R. Burnette a party in his honor upon his retirement. We had a wonderful dinner and a good time as we always do at these gatherings. Three retired signal maintainers, A. F. Miller, B. H. Dickerson and W. B. Helm, were present for the party. These three along with Brother Burnette, represent 179 years of railroad service. We wish them the very best in years to come.

Our Local is going to be very busy for some time now because of the recent merger of the N. & W. Ry., with the Nickel Plate, Wabash, Sandusky, Pittsburg & Western, Akron, Youngstown and Canton Railways. We have a job to do and with all of us working together as a team, we can get it done.

As Local Chairman, I have been handling several grievances for the maintainers on the Radford Division, due to employes of other crafts and Supervisors doing our work. We hope this practice will soon be stopped.

I wish I could give more information about the other Divisions and our Construction forces, but at this time I am unable to do so. RALPH MARKLE

Missouri Pacific

SEDALIA, MO. (72). Our regular meeting held April 24 at the Pickwick Hotel in Kansas City, Mo. was chaired by Chief Signalman C. W. Fleming. Brother M. P. Lanpher was appointed Chaplain and the meeting was opened with prayer at 9 a.m. Brother Baker served as semaphore.

Minutes of the regular Kansas City and Little Rock, Arkansas meetings were read and approved.

There was one new proposition for membership by Mr. Victor Buchanan who was recommended by Brother R. Hogan. The application was approved.

Several grievances were discussed and a motion was made by Brother Crawford that the Recording Secretary obtain an interpretation from Grand Lodge to determine whether an elective member of the General Grievance Committee can also hold an elective office in the Subordinate Lodge.

It was reported that Brothers Jack Landis and C. H. Vincent are in the St. Louis, Mo. hospital.

The Financial Secretary's report was read and accepted.

A motion was made and approved that our July 24 meeting be held in Sedalia, Mo.

General Chairman F. E. Bush discussed several grievances now being handled by his office and the meeting was adjourned at the conclusion of his report. G. W. HOLMES

B. &. O. C. T.

CALUMET CITY, ILL. (143). A retirement dinner was held March 6 to honor Brother William Hite. Forty of Bill's friends, fellow workers, and well wishers gathered at Nielson's Restaurant to pay tribute to him.

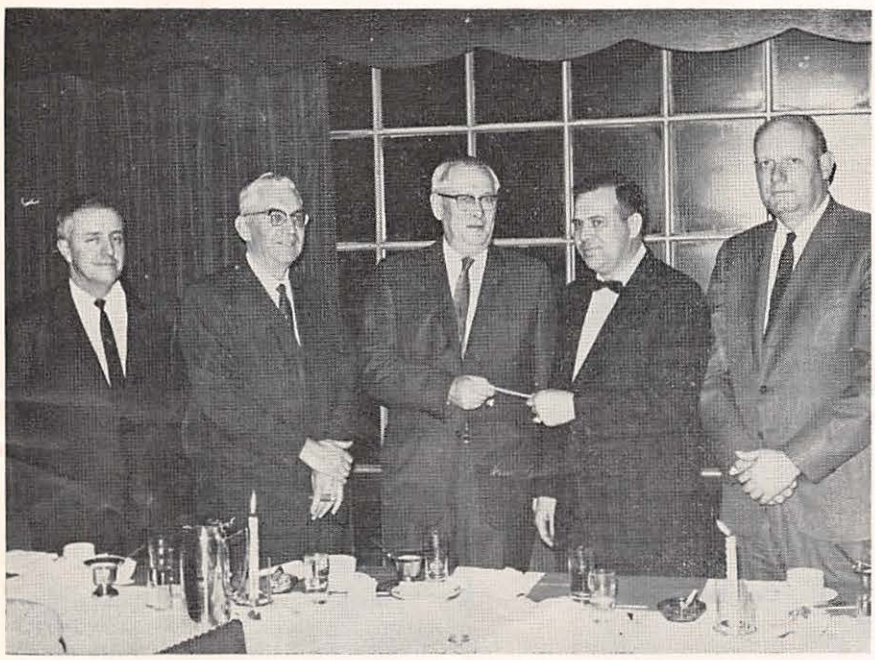
Present were such dignitaries as Vice President P. T. Drummond, Grand Lodge Representative M. B. Frye, B&OCT Superintendent E. L. Reeves, Signal Supervisor M. M. Gager, and Train Master C. Rosenbach.

Bill retired on January 1, 1965 after more than 48 years of railroad service. He started railroading as a switchman in 1917. In 1930 Bill transferred to the signal department. He started as a helper and worked up to a leading maintainer. At the time of his retirement Bill worked as a signalman in gang 2 at Blue Island, Illinois.

When asked about his retirement plans Bill said at present all he intends to do is loaf.

Good Luck Bill!

FRANK MANFREDO



This photo taken at the retirement dinner held recently to honor Brother William Hite on his retirement shows Brother G. C. Schroeder presenting Bill with a gift from the members of Local 143. Those shown are: left to right, Grand Lodge Representative M. B. Frye, M. M. Gager, Hite, Schroeder, and Vice President P. T. Drummond.

Obituary

Walter Morgan, retired member of Local 43, Chicago & North Western Railroad, passed away April 9, 1965. He was 83.

Brother Morgan was signalman's helper at Wheatland, Illinois at the time of his retirement in April, 1947, after 34 years of service.

The officers and members of Local 43 extend deepest sympathy to his widow and other surviving members of his family. ED.

J. Spracklin, member of Local 118, Canadian National Railway, passed away January 26. He was 65.

Brother Spracklin retired in April, 1964, due to illness. He started his career with the C.N.R. on August 2, 1928 and was awarded a position as a maintainer in December, 1942. At the time of his retirement Jack was maintainer in the Montreal Terminal at zone 2.

The officers and members of Local 118 extend their deepest sympathy to the surviving members of his family.

G. RICHARD

Orson E. Woodcock, retired member of Local 130, Chicago & North Western Railroad, passed away February 21, 1965.

Brother Woodcock was signalman at Harvard, Illinois at the time of his retirement April 9, 1954 after completing more than 29 years of service.

The officers and members of Local 130 extend deepest sympathy to his widow and other surviving members of his family. ED.

Francis X. Riley, member of Local 50, Pennsylvania Railroad, passed away February 27, 1965. He was 21.

Brother Riley started work with the Pennsylvania on May 11, 1964 as a helper C&S at Downingtown, Pennsylvania.

The officers and members of Local 50 extend their deepest sympathy to his parents and other surviving members of his family. E. E. RICHARDSON

A. H. Keller, retired member of Local 163, Illinois Central Railroad, passed away at Illinois Central Hospital in Chicago on February 9, 1965. He was 79.

Brother Keller was traveling signal maintainer based at Newton, Illinois at the time of his retirement after 40 years of service.

He is survived by his daughter to whom the officers and members of Local 163 extend deepest sympathy. ED.

Donald Gordoux, member of Local 104, Southern Pacific Railroad, was fatally injured in an automobile accident while enroute home from an overtime call on the night of March 30, 1965. He was 63.

Brother Gordoux was signal maintainer at Beaumont, California and had 21 years of service with the Southern Pacific.

The officers and members of Local 104 extend their deepest sympathy to the surviving members of his family.

FRANCIS R. SMELTZER

E. A. Pinney, retired member of Local 102, Pennsylvania Railroad, passed away recently. He was 72.

Brother Pinney was signalman at Trenton, New Jersey at the time of his retirement in February, 1960 after completing 44 years of service.

The officers and members of Local 102 extend deepest sympathy to his widow and other surviving members of his family. ED.

Frank W. Ashton, retired member of Local 18, Pennsylvania Railroad, passed away on March 9, 1965.

Brother Ashton was maintainer at Fort Tower on the Philadelphia Terminal Division at the time of his retirement in May 1950 after more than 40 years of service in the signal department, beginning on the old New York Division January 6, 1910.

The officers and members of Local 18 express their deepest sympathy to the surviving members of his family.

R. U. T.

C. A. Martin, member of Local 118, Canadian National Railway, died suddenly March 13, 1965 from a heart attack in the Lachine General Hospital. He was 50.

Brother Martin began his career with the C.N.R. April 6, 1942 and he became a leading maintainer in March 1958. He worked at the Wellington Tower in the Montreal Terminal, a position which he held up until he became ill 5 or 6 weeks prior to his death. The news of his death came as a great shock to all who knew him.

The officers and members of Local 118 extend their deepest sympathy to his widow and other surviving members of his family. G. RICHARD

M. A. "Mel" Boyer, retired member of Local 146, Pennsylvania Railroad, passed away at his home in Logansport, Indiana, March 19, 1965 following a lingering illness.

Brother Boyer was born on January 7, 1896 and retired from the service of the railroad on January 1, 1961 at which time he was working as a C&S Maintainer at Van Tower at Logansport. His membership in Local 146 dates back to April 2, 1937 and he served as Chief Signalman for many years prior to his retirement.

During his 43 years of service he worked on many divisions of the Pennsylvania Railroad on various projects. His experience included work on both electrification programs in the East. Through this and his work on other Divisions of the Railroad, he became acquainted and made friends with many signalmen outside of his own seniority district.

He was an Army veteran of World War I and a member of the Ninth Street Christian Church. He was an avid fisherman. Before his illness he devoted considerable time to trying to reduce the overall total number of catfish in the Wabash River and his efforts were generally quite successful.

Brother Boyer is survived by his widow, Kathleen, two sons, two daughters, and nine grandchildren. The officers and member of Local 146 extend profound sympathy to Mrs. Boyer and the other surviving members of his family. W. D. BEST

A. W. Stevenson, retired member of Local 33, Atchison, Topeka, & Santa Fe Railroad, passed away March 18, 1965 at Garnett, Kansas. He was 64.

Brother Stevenson began his signaling career November 1, 1923 as assistant signalman on the Eastern Division. He was promoted to signalman November 16, 1925 and worked as a maintainer until he retired December 31, 1964 due to illness. He was a faithful member of our Brotherhood and had served as local chairman on the Kansas City and Eastern Divisions.

The officers and members of Local 33 extend deepest sympathy to the surviving members of his family. M. E. CRAFT

Dean Smith, member of Local 103, Chicago, Burlington & Quincy Railroad, passed away at Aurora, Illinois January 2, 1965. He was 68.

Brother Smith had 47 years of service in the Signal Department of the Burlington, was a charter member of Local 103 and had held many offices in the Local.

He is survived by his widow and one daughter to whom the officers and members of Local 103 extend deepest sympathy. G. R. WEBSTER

J. J. Gracey, member of Local 24, Denver Union Railway, suffered a fatal heart attack while on duty March 3, 1965. He was 54.

Brother Gracey was a faithful member of our Brotherhood and had been a signalman with the Denver Union since September 30, 1944. He was well liked by all who knew him.

The officers and members of Local 24 extend deepest sympathy to his widow and other surviving members of his family. H. R. NORRIS

F. A. Jemison, retired member of Local 130, Chicago & North Western Railway, passed away recently. He was 78.

Brother Jemison was District Signal Foreman at the time of his retirement January 1, 1960 after completing 55 years of service.

The officers and members of Local 130 extend deepest sympathy to the surviving members of his family. ED.

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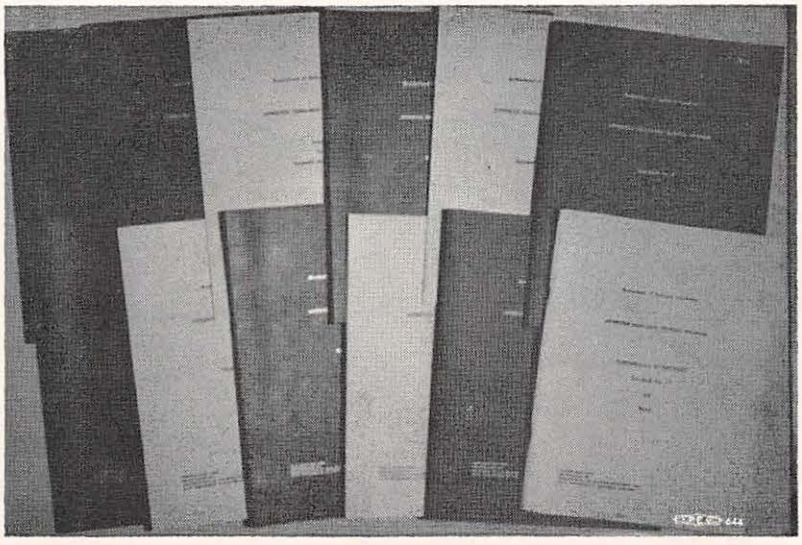

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